

EXHIBIT

“A”

Acceptance of your E-Filing #1901066797

L00205349002020719 <https://mail.aol.com/webmail-std/en-us/PrintMessage>

From: cp-e-filing <cp-e-filing@courts.phila.gov>
To: howardsmith <howardsmith@howardsmithlaw.com>
Subject: Acceptance of your E-Filing #1901066797
Date: Wed, Jan 30, 2019 9:47 am



Dear Howard G. Smith,

The legal paper you electronically presented for filing has been reviewed by the Office of Judicial Records and is deemed filed as noted below.

The following information is provided for your records:

Caption:
SMITH VS NATIONWIDE MUTUAL INSURANCE COMPANY
Case Number: 190102871

Date Reviewed and Accepted:
January 30, 2019 09:47 am EDT/DST

Date Presented to the Office of Judicial Records for Filing
and Date Deemed Filed:
January 30, 2019 07:36 am EDT/DST
Type of Pleading/Legal Paper:
COMPLAINT

E-File No.: 1901066797
Confirmation No.: 4B36D652A
Personal Reference No.:
Filing Fee: \$ 597.17

To retrieve the legal paper filed and any related notice, order or legal paper, log in to the Electronic Filing Web Site at <http://courts.phila.gov> using the Court-issued User Name and Password. You may also go directly to the legal paper/document by copying and pasting the following web address(es) into your browser or by clicking the link(s) below to view the related document(s). Each link represents a separate document filed in connection with this matter. Utilizing the link(s) below will only take you to the actual document. You will not be logged into the court's electronic filing system.

Final Cover
https://fjdefile.phila.gov/efsfjd/zk_ealib.open_doc?h=DYG_5x7Oea!f1Jk

Exhibits.pdf
https://fjdefile.phila.gov/efsfjd/zk_ealib.open_doc?h=CYHA5w6Ofble1lI

Complaint 013019.pdf
https://fjdefile.phila.gov/efsfjd/zk_ealib.open_doc?h=DZH_4w7Pfaze2Jk

You must serve the above legal paper and any related notice, order or legal paper on all parties as required by Pa.R.C.P.No.400 et seq.

Acceptance or your E-Filing #1901066797

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You are reminded that Pa. O.C. Rule 4.7(c) requires that a hard copy of the legal paper you have filed electronically shall be signed and, as applicable, verified concurrently with the electronic filing of the legal paper, and shall be maintained by you for five (5) years after the final disposition of the case.

At the request of any party, you must produce for inspection the original or a hard copy of a legal paper or exhibit within fourteen (14) days, or the court, upon motion, may grant appropriate sanctions.

THANK YOU,

ERIC FEDER
DEPUTY COURT ADMINISTRATOR
DIRECTOR, OFFICE OF JUDICIAL RECORDS

DISCLAIMER

The First Judicial District will use your electronic mail address and other personal information only for purposes of Electronic Filing as authorized by Pa. R.C.P. 205.4 and Philadelphia Civil *Rule 205.4.

Use of the Electronic Filing System constitutes an acknowledgment that the user has read the Electronic Filing Rules and Disclaimer and agrees to comply with same.

This is an automated e-mail, please do not respond!

Acceptance or your E-Filing #1901066797

L00205349004020719 <https://mail.aol.com/webmail-std/en-us/PrintMessage>**Notice of Language Rights****Language Access Coordinator**

Land Title Building, 2nd Floor, 100 South Broad Street, Philadelphia, PA, 19110
 Elizabeth McCarrick: 215-683-8000; languageaccesscoordinator@courts.phila.gov

English: You have the right to an interpreter at no cost to you. To request an interpreter, please inform court staff using the contact information provided at the top of this notice.

Spanish/Español: Usted tiene derecho a un intérprete libre de costo. Para solicitar un intérprete favor de informárselo al personal judicial utilizando la información provista en la parte superior de este aviso.

Mandarin/Cantonese Simplified Chinese/普通话/粤语简体中文: 您有权获得免费的口译员服务。若需要口译员, 请使用本通知上方提供的联系信息通知法院工作人员。

Russian/Русский: У вас есть право на бесплатные услуги переводчика. Заявка на переводчика подается в суд по адресу, телефону или эл. почте, указанным выше в заголовке этого уведомления.

Portuguese/Português: Você tem direito a um intérprete gratuitamente. Para solicitar um intérprete, informe à nossa equipe usando os dados de contato mostrados na parte superior deste aviso.

Haitian Creole/Kreyòl Ayisyen: Ou gen dwa resevwa sèvis yon entèprèt gratis. Pou mande pou yon entèprèt, tanpri fè manm pèsonèl tribinal la konnen lè ou sèvi avèk enfòmasyon an yo te bay ou nan tèt avè sa a.

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**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA**

MARVIN SMITH : NO:
1113 Daisy Lane :
Bensalem, PA 19020 :
Plaintiff, :

vs. :

NATIONWIDE MUTUAL INSURANCE COMPANY :
One Nationwide Plaza :
Columbus, OH 43215 :
Defendant. :

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
Lawyer Referral
and Information Service
1101 Market St., 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
1101 Market St., 11th Piso
Filadelfia, Pennsylvania 19107
(215) 238-6333

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Howard G. Smith, Esquire (78078)
3070 Bristol Pike, Suite 112
Bensalem, PA 19020
(215) 638-4847
Attorney for Plaintiff, Marvin Smith

JURY TRIAL DEMANDED
THIS IS NOT AN ARBITRATION CASE
AN ASSESMENT OF DAMAGES HEARING IS REQUIRED

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL DIVISION – LAW

MARVIN SMITH : NO:
1113 Daisy Lane :
Bensalem, PA 19020 :
Plaintiff,

vs. :

NATIONWIDE MUTUAL INSURANCE COMPANY :
One Nationwide Plaza :
Columbus, OH 43215 :
Defendant.

COMPLAINT

The plaintiff, Marvin Smith, through his attorney, Howard G. Smith, Esquire, states:

1. The plaintiff, Marvin Smith, resides at 1113 Daisy Lane, Bensalem, Bucks County, PA 19020.
2. The plaintiff owns, at all times pertinent hereto owned, a property located at 14 South Letitia Street, Unit, 203, Philadelphia, Philadelphia County PA 19106.
3. Unit 203 is a condominium unit in a building consisting of a total of 25 condominium units governed by the building's condominium association.
4. The plaintiff operates, and at all times pertinent hereto operated the Philadelphia property as a rental unit.
5. The defendant, Nationwide Mutual Fire Insurance Company, has its principal place of business at One Nationwide Plaza, Columbus, OH 43215.
6. The defendant is in the business of providing insurance policies to its customers.
7. The parties entered into a policy to insure the plaintiff's property, located at 14 South Letitia Street, Unit 203, Philadelphia, PA 19106, against damage caused by fire.

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9. The policy covers the period of time from June 20, 2016 through June 20, 2017. The insurance contract in pertinent part is attached hereto and incorporated herein as Exhibit "A."
10. On January 31, 2017, a fire occurred at 14 South Letitia Street, causing damage to both the building generally and the plaintiff's unit particularly.
11. The damage from the fire caused the plaintiff to lose rental income from the date of the fire to approximately January 2018.
12. At the time of the fire, the plaintiff was renting the unit in question for \$2,000 per month.
13. About August 23, 2017, the plaintiff demanded that the defendant pay him for his loss of rental income to that date. See August 23, 2017 Smith Letter, attached hereto and incorporated herein as Exhibit "B."
14. The plaintiff stated that the condominium association had yet to make any repairs to the building, and as a result he could not rent his unit to anyone at that time.
15. The plaintiff welcomed the defendant to inspect the building to verify that no one would rent the plaintiff's unit at that time.
16. About September 27, 2017, the defendant responded to the plaintiff's demand for loss of rental income by substantially denying the plaintiff's claim, stating that it would only pay the plaintiff \$4,000 to cover eight weeks of rental income. See September 27, 2017 Nationwide Letter, attached hereto and incorporated herein as Exhibit "C."
17. The defendant claimed that given the damages to the plaintiff's unit, the plaintiff should have been able to make the unit habitable within eight weeks from the date of the fire.
18. About October 18, 2017, the plaintiff responded that it was not reasonable for the defendant to expect that he could have repaired the unit to habitability only eight weeks after the fire. See October 18, 2017 Smith Letter, attached hereto and incorporated herein as Exhibit "D."
19. Moreover, the plaintiff stated that, regardless if it was possible for him to repair his unit to habitability within eight weeks following the fire, the policy covered the premises, including the building, and it was not reasonable to expect that the condo association would repair the building to habitability within eight weeks following the fire.

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20. Importantly, the plaintiff also told the defendant that it was wrong for the defendant to deny coverage based on the defendant's assertion that the plaintiff should have rendered the unit habitable because the policy covered loss of rental income from fire damage to the premises regardless if the damage left the premises habitable.
21. The plaintiff notes that in the defendant's September 27, 2017 denial letter, the defendant addressed some pertinent terms of the policy, but failed to mention the policy's definition of the terms "period of restoration," "suspension," and "operations," all pertinent to the determination of coverage, in a purposeful attempt to mislead the plaintiff regarding the plaintiff's rights.
22. The plaintiff demanded that the defendant pay him more money, calling the defendant's decision that the plaintiff should have taken only eight weeks to render his unit habitable arbitrary and in bad faith, and accusing the defendant of intentionally misstating and misinterpreting its policy in order to avoid paying a valid claim, also in bad faith.
23. The plaintiff demanded that the defendant reconsider its position to substantially deny his claim.
24. Alternatively, the plaintiff demanded an explanation from the defendant on exactly how it arrived at its decision that the plaintiff could repair the unit to habitability in only eight weeks.
25. The plaintiff also demanded that the defendant address why it would not pay his claim for lost rental income of the unit due to damage to the building.
26. The plaintiff included pictures of the damaged building, taken October 4, 2017, with his October 18, 2017 letter, to show the building's state of disrepair.
27. Rather than reconsider its denial of the plaintiff's claim, or address the concerns in the plaintiff's October 18, 2017 letter, the defendant sent a letter to the plaintiff, dated February 6, 2018, misstating that the plaintiff had agreed accept eight weeks of loss of rent, despite knowing the statement to be untrue. See February 6, 2018 Nationwide Letter, attached hereto and incorporated herein as Exhibit "E."
28. In an attempt to harass the plaintiff and delay the plaintiff from taking legal action against it, the defendant also asked for an update on the repairs to the building, though the plaintiff had

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already informed the defendant of the building's state of disrepair as of October 17, 2017, pictures included, and the defendant had not changed its denial of coverage.

29. The defendant, far from being on the plaintiff's side, was in the delay, deny and hope they die mode. In fact, Susan Smith, one of the two policyholders, did die in May of 2018.

Unfortunately for the defendant, the plaintiff is in fine health.

30. Then, about February 20, 2018, the defendant issued a Notice of Non-Renewal of Insurance. See Notice of Non-Renewal of Insurance dated February 20, 2018, attached hereto and incorporated herein as Exhibit "F."

31. About March 11, 2018, the plaintiff responded to the defendant's February 6, 2018 letter by stating that he considered the defendant's knowing misstatement that the plaintiff had agreed to accept eight weeks of rent to be in bad faith and that he also considered the defendant's notice of non-renewal of insurance to be made in bad faith. See March 11, 2018 Smith Letter, attached hereto and incorporated herein as Exhibit "G."

32. Then, about May 4, 2018, the defendant, in another attempt to harass the plaintiff and delay the plaintiff from taking legal action against it, reiterated its denial of coverage, now implying that it was denying coverage for the plaintiff's failure to comply with the defendant's investigation of the claim, though the plaintiff invited the defendant to inspect the property and sent the defendant copious pictures of the property that the defendant ignored. See May 4, 2018 Nationwide Letter, attached hereto and incorporated herein as Exhibit "H."

Count I – Breach of Contract

33. The plaintiff incorporates the preceding paragraphs as though set forth fully herein.

34. The defendant breached the contract by failing to pay the plaintiff for lost rental income due under the contract.

WHEREFORE, the plaintiff demands judgment against the defendant in an amount less than \$50,000 plus costs, interest, and any other relief that the Court deems just.

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Count II -- Bad Faith - 42 Pa. C.S. 8371

35. The plaintiff incorporates the preceding paragraphs as though set forth fully herein.
36. The defendant acted in bad faith by:
- a. denying the plaintiff's claim without a reasonable basis for denying the claim when the defendant knew, or should have known, that it lacked a reasonable basis for denying the claim,
 - b. misrepresenting to the plaintiff the terms of his policy for the purpose of denying a valid claim,
 - c. failing to conduct a proper investigation into the claim,
 - d. failing to respond to the plaintiff's demands for specific explanations as to the reasons the defendant denied his claim,
 - e. misstating that the plaintiff had agreed to accept a settlement when, in fact, the defendant knew that not to be the case,
 - f. engaging in delay tactics, and
 - g. failing to renew the plaintiff's insurance policy in retaliation for pursuing a claim.

WHEREFORE, pursuant to 42 Pa. C.S. 8371, the plaintiff demands judgment against the defendant in an amount in excess of \$50,000 plus costs, interest, attorney's fees, punitive damages, and any other relief that the Court deems just.

Demand for Jury Trial

37. The plaintiff demands a trial by jury.


Howard G. Smith, Esquire (78078)

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VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: 1/29/2019

Marvin Smith
Marvin Smith

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Exhibit "A"

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Nationwide
On Your Side™

88 244 54 PZ

SUSAN O & MARVIN B SMITH
1113 DAISY LN
BENSALEM, PA 19020-2435

PLEASE KEEP THIS FOR YOUR RECORDS

We are pleased to serve your business insurance needs. Our company is committed to providing you high quality insurance protection and superior service.

If you should have any questions about your insurance portfolio or if you wish to make a change to your policy, please contact your agent.

IMPORTANT INFORMATION ABOUT YOUR POLICY

Please spend a few minutes to read and understand your policy. Some items to which you should pay special attention are as follows:

- **Special Required State Notices.** These notices, when included, point out specific items concerning your policy. We urge you to read them.
- **Declarations Page.** This shows such information as your name, address, the coverages provided, the policy term, policy limits, list of coverage forms, premium amounts, and other individualized information.
- **Coverage and Endorsement Forms.** This is the section of your policy which provides policy and coverage information. Please read it carefully.

POLICY NUMBER
ACP 54-9-2750152

BILLING ACCOUNT NUMBER
979860990

Your Commercial Insurance Portfolio

Courtesy of :

AGENCY - PA- 82040 370007690

ROBERT A FLOUNDERS
2307 BRISTOL PIKE
PO BOX 621
BENSALEM PA 19020-0621

AGENCY PHONE # 215-638-1525

COMMERCIAL PACKAGE - ACP 54-9-2750152

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Nationwide
On Your Side™

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IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

CONSUMER REPORT INQUIRY NOTICE

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

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Page 1 of 1

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Nationwide
On Your Side™

COM-PAK SUMMARY

PRINTED 04/22/2016

ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

Number: ACP 5482750152 Effective from 06/20/2016 to 06/20/2017

Named Insured: SUSAN O & MARVIN B SMITH

Mailing Address: 1113 DAISY LN
BENSALEM, PA 19020-2435

Agency Name: ROBERT A FLOUNDERS 37 82040-001 54

Agency Address: BENSALEM PA 19020-0621 (215)638-1525
Producer: ROBERT A FLOUNDERS

Division	Program	Total Premium
A	COMMERCIAL GENERAL LIABILITY (NATIONWIDE FIRE)	\$600.00
B	COMMERCIAL PROPERTY (NATIONWIDE MUTUAL FIRE)	\$1,580.00

Not a bill. Your bill is sent separately.

NI

Estimated Total Premium: \$ 2,180.00

This Com-Pak is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

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**NOTICE OF TERRORISM INSURANCE COVERAGE
NOTICE – DISCLOSURE OF PREMIUM**

Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto, Crime, and Workers Compensation

(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government pays the following percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

- . 85%, for insured losses occurring before January 1, 2016;
- 84%, for insured losses occurring during the 2016 calendar year;
- 83%, for insured losses occurring during the 2017 calendar year;
- 82%, for insured losses occurring during the 2018 calendar year;
- 81%, for insured losses occurring during the 2019 calendar year; and
- 80%, for insured losses occurring on or after January 1, 2020.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for that portion of losses covered by the United States Government under the Act.

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COMMERCIAL GENERAL LIABILITY (NATIONWIDE FIRE)

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**NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220**

Named Insured: SMITH, SUSAN O & MARVIN B

**Address: 1113 DAISY LN
BENSALEM**

PA 19020-2435

IMPORTANT INSURANCE INFORMATION

IMPORTANT NOTICE FOR RENEWAL POLICIES

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you. Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

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IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

DATA BREACH & IDENTITY RECOVERY SERVICES**Data Breach Services Information:**

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRiskHub®. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- Incident Response Plan Roadmap – suggested steps your business can take following data breach incident. Having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation.
- Online Training Modules – ready-to-use training for your business on privacy best practices and Red Flag Rules.
- Risk Management Tools- assist your business in managing data breach exposures including self-assessments and state breach notification laws.
- eRisk Resources – a directory to quickly find external resources on pre and post-breach disciplines.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links.
- Learning Center – best practices and white papers written by leading authorities.

To access the eRiskHub®portal:

- Enter <https://www.eriskhub.com/nationwide> in your browser.
- Complete the information, including your name and company. Your User ID and Password are case-sensitive.
- Enter your assigned access code: **12116-73**.
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup.
- You can now login to the portal.

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

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In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

Identity Recovery Services Information:

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

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IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

**POLICYHOLDER NOTICE
DEFENSE COSTS**

The purpose of this notice is to make you aware of a new endorsement included with this policy.

Your current policy includes one of the following endorsements:

Commercial General Liability Coverage Part

Commercial Property – Legal Liability Coverage Form

Commercial Property – Mortgageholder's Errors and Omissions Coverage Form

IL 78 11 Pennsylvania Changes - Defense Costs

Commercial Umbrella Liability Coverage Part

UMB 3702 Pennsylvania Changes – Defense Costs

CAMA 3702 Pennsylvania Changes – Defense Costs

The attachment of this endorsement may result in reduction of coverage. If we initially defend or pay for an insured's defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under the insurance policy, we have the right to reimbursement for the defense costs we incurred.

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DIRECT BILL MACH1811

INSURED COPY

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

82040
RENEWAL

COMMERCIAL GENERAL LIABILITY DECLARATIONSPolicy Number: **ACP GLGO 5492750152**Named Insured: **SMITH, SUSAN O & MARVIN B**

Address: **1113 DAISY LN**
BENSALEM PA 19020-2435

Agent: **ROBERT A FLOUNDERS** 37-82040-001
 Address: **BENSALEM PA 19020** PRODUCER: **ROBERT A FLOUNDERS**

Policy Period: From **06/20/16** to **06/20/17** 12:01 A.M. standard time at the address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (other than products-completed operations)	\$	1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$	500,000
EACH OCCURRENCE LIMIT	\$	500,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (any one premises)	\$	100,000
MEDICAL EXPENSE LIMIT (any one person)	\$	5,000

Retroactive Date (CG0002 only)

The Named Insured is: **INDIVIDUAL**Business of the Named Insured is: **RENTS CONDO**

Audit Period:

ENDORSEMENTS ATTACHED TO THIS POLICY**SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE**

TOTAL ADVANCE PREMIUM **\$** **600.00M**

Replacement or
 Renewal Number **ACP GLGO5482750152**

Countersigned By _____
 Authorized Representative

GL-D (10-98)**DIRECT BILL MACH 16113****INSURED COPY**

ACP GLGO 5492750152 079880890 54 0008120

10-1000000-1000000

L00205349023020719

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY MUTUAL COMPANY CONDITIONS ENDORSEMENT

POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in States Other than the State of Texas)

Because this policy is issued by Nationwide Mutual Fire Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only — regardless of the number of policies issued to the named insured — either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Fire Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

POLICYHOLDER DIVIDEND PROVISIONS

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

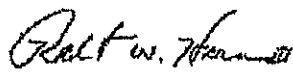
POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS

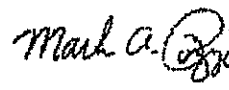
(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in the State of Texas)

1. MUTUALS — MEMBERSHIP AND VOTING NOTICE. The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Fire Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 o'clock a.m.

2. MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the


Secretary


President
Nationwide Mutual Fire Insurance Company

SP 00 29 01 08

Page 1 of 1

ACP GLGO 5492750152

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OH 43215-2220

COMMERCIAL GENERAL LIABILITY SCHEDULE

Policy Number: ACP GLGO 5492750152

Item No., Location and Description of Hazards	Code No.	Premium Basis	Rates		Advance Premium	
			OTHER	PR/CO	OTHER	PR/CO
001A PA-501 APARTMENT BUILDINGS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT 12 S LETITIA ST APT 203 PHILADELPHIA PA191063035	60010	UNITS	1	PER UNIT 302.382	\$302	
MINIMUM PREMIUM ADJUSTMENT					\$298	

Total Advance Other and PR/CO \$600

TOTAL ADVANCE PREMIUM \$600MIN

NOTE: For classes based on payroll each Executive Officer, Sole Proprietor or Partner may be subject to a fixed amount.

GL-DS (12-83)

DIRECT BILL MACH 16113

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ACP GLGO 5492750152 979860000 54 0008122

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTSNumber: **ACP GLGO 5492750152**Period: From **06/20/16** To **06/20/17**Named Insured: **SMITH, SUSAN O & MARVIN B**

Form	Date	Title
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG2147	1207	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2167	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2190	0106	EXCLUSION OF TERRORISM
CG7023	1096	EXCL-ASBESTOS, ELECTRO-MAGNETIC RADIATION, LEAD AND RADON
CG7033	0393	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL0120	1013	PENNSYLVANIA CHANGES - DEFENSE COSTS
IL0246	0907	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	0702	PENNSYLVANIA NOTICE
13614	1185	SPECIAL CONTINUATION PROVISION

IMPORTANT NOTICES

IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES
IN7811	0915	DEFENSE COSTS

GLDF (02-93)**DIRECT BILL MACH 16113****INSURED COPY****ACP GLGO 5492750152****978860890****54****0008123**

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COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All terms and conditions apply unless modified by this endorsement.

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IL 01 20 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section III under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section A. Coverage under the Legal Liability Coverage Form; and

5. Coverage C – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph B. also applies to any other provision in the policy that sets forth a duty to defend.

- B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

COMMERCIAL PROPERTY (NATIONWIDE MUTUAL FIRE)

NW-CP-1910 0316 00

TABLE OF CONTENTS

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Named Insured: SMITH, SUSAN O & MARVIN B

Address: 1113 DAISY LN
BENSALEM

PA 19020-2435

IMPORTANT INSURANCE INFORMATION

IMPORTANT NOTICE FOR RENEWAL POLICIES

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you. Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

IN 5017 (05-93)

LIGJ 16112

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ACP CPPF 5492750152

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IN 74 04 01 07

IMPORTANT FLOOD INSURANCE NOTICE

Thank you for the opportunity to provide your important insurance protection. As your insurance provider, we like to keep you informed of important issues that can potentially impact your property assets. This letter is to remind you of the importance of considering flood insurance and the importance of reviewing your policies on a regular basis.

Your Commercial Property (Premier Businessowners, and/or Commercial Property) and Farmowners' policy does not cover damage from floods to any property resulting directly or indirectly from "water." Excluded "water" losses include, but are not limited to those caused by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. These types of loss or damage caused by "Water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You will need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

In most communities, you can obtain flood insurance through your agent that is backed by the federal government's National Flood Insurance Program. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in 1) determining if your community participates in the National Flood Insurance Program, 2) assessing your flood risk, and 3) understanding flood policy availability. To learn more about flood insurance and your risk of flooding access the National Flood Insurance Program's consumer website at www.FloodSmart.gov.

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:

- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.
- Your commercial property and/or farmowner policies exclude loss by flooding.

Ask your agent about obtaining flood insurance for commercial property today. Thank you for choosing us to meet your insurance needs. We value your business.

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IMPORTANT INSURANCE INFORMATION

★★★★★

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

DATA BREACH & IDENTITY RECOVERY SERVICES**Data Breach Services Information:**

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRiskHub®. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- Incident Response Plan Roadmap – suggested steps your business can take following data breach incident. Having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation.
- Online Training Modules – ready-to-use training for your business on privacy best practices and Red Flag Rules.
- Risk Management Tools- assist your business in managing data breach exposures including self-assessments and state breach notification laws.
- eRisk Resources – a directory to quickly find external resources on pre and post-breach disciplines.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links.
- Learning Center – best practices and white papers written by leading authorities.

To access the eRiskHub® portal:

- Enter <https://www.eriskhub.com/nationwide> in your browser.
- Complete the information, including your name and company. Your User ID and Password are case-sensitive.
- Enter your assigned access code: 12116-73.
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup.
- You can now login to the portal.

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

IN 78 09 11 15

Page 1 of 2

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In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

Identity Recovery Services Information:

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

RENEWAL

DECLARATIONS

Policy Number: **ACP CPPF 5492750152** **COMMERCIAL PROPERTY**

Named Insured: **SMITH, SUSAN O & MARVIN B**

Mailing Address: **1113 DAISY LN
BENSALEM
PA 19020-2435**

Agent: **ROBERT A FLOUNDERS** **37-82040**
Address: **BENSALEM PA 19020**
Producer: **ROBERT A FLOUNDERS**

Policy Period: This policy is effective from **06/20/16** to **06/20/17** 12:01 A.M.
Standard time at the above mailing address.

This policy is subject to the following forms. Forms specific to a certain building or item can be found with the specific building and item information on the following pages.

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP0010	1012	0	IN7809	1115	0	CP0140	0706	0
IL0935	0702	0	IL0017	1198	0	CP0090	0788	0
CP1270	0996	0	13614	1185	0	IN5017	0593	0
			LI0995	0107	0			

Mortgagee and loss payee information - See schedules CP-DM and CP-DL

Replacement or
Renewal Number **ACP CPPF 5492750152**

Countersigned _____ By _____
Date _____ Authorized Representative

Premium for Certified Acts of Terrorism \$ **0.00**

Total Annual Premium \$ **1,580.00**

Total Policy Premium \$ **1,580.00**

CP-D (10-98)

DIRECT BILL MACHINE 10112

INSURED COPY

ACP CPPF 5492750152 976860950 54 0008131

11/10/16 09:10:10

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY MUTUAL COMPANY CONDITIONS ENDORSEMENT

POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in States Other than the State of Texas)

Because this policy is issued by Nationwide Mutual Fire Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only—regardless of the number of policies issued to the named insured—either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Fire Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

POLICYHOLDER DIVIDEND PROVISIONS

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

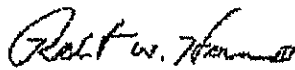
POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in the State of Texas)

1. MUTUALS – MEMBERSHIP AND VOTING NOTICE. The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Fire Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 o'clock a.m.

2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the


Secretary


President
Nationwide Mutual Fire Insurance Company

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Page 1 of 1

ACP CPPF 5492750152

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

COMMERCIAL PROPERTY SCHEDULE REFERENCE PAGE

Policy Number: ACP CPPF 5492750152

Policy Period: From 06/20/16 To 06/20/17

Named Insured: SMITH, SUSAN O & MARVIN B

Loc. Bld. Item	Address/Description	Limit	Premium
	TOTAL POLICY PREMIUM		\$ 1,580.00
	POLICY WIDE OPTIONAL COVERAGES		
1	12 S LETITIA ST APT 203 PHILA PA Protection Class: 02		
1	CONDO UNIT RENTAL CP0418		\$ 53.00
1	PERSONAL PROPERTY	\$ 65,100	\$ 887.00
	GROUP 1		\$ 106.00
	GROUP 2		\$ 353.00
	SPECIAL - CAUSE OF LOSS		
2	BUSINESS INCOME EXCLUDING	\$ 24,000	\$ 134.00
	GROUP 1		\$ 14.00
	GROUP 2		\$ 33.00
	SPECIAL - CAUSE OF LOSS		

CP-DR (10-89)

LIGJ 16112

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

COMMERCIAL PROPERTY SCHEDULE

Policy Number: ACP CPPF 5492750152

Policy Period: From 06/20/16 To 06/20/17

Named Insured: SMITH, SUSAN O & MARVIN B

*** Premise No 01 *** Total Premium \$ 1,580.00

Address: 12 S LETITIA ST APT 203

City: PHILA

State: PA

Zip Code: 19106-3035

Description: TENANT OCCUPIED CONDOMINIUM

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP7115	0803	0	IL0166	0907	0	IL0172	0907	0
IL0246	0907	0	IL0910	0702	0	IL0952	0115	0
IN7404	0107	0						

** Building No 01 ** Total Premium \$ 1,580.00

Rental Property

Occupancy Group - APART & CONDOS

Description: CONDO UNIT RENTAL

Construction Type: JOISTED MASONRY

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP0418	1012	53	CP1034	1012	0			

Coverages Provided

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
01	PERS PROP	\$ 65,100	SPECIAL	100%	1000	1,346.00

Description: IMPROVEMENTS AND BETTERMENTS

Optional Coverages:
Replacement Cost

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1030	1012	0						

CP-DS (10-89)

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

COMMERCIAL PROPERTY SCHEDULE

Policy Number: ACP GPPF 5492750152

Policy Period: From 06/20/16 To 06/20/17

Named Insured: SMITH, SUSAN O & MARVIN B

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
02	BUS INCOME &	24,000	SPECIAL	100%	00 HR	181.00

Description: BUSINESS INCOME WITHOUT EXTRA EXPENSE

Optional Coverages:
Business Income Rental Value

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1030	1012	0	CP0032	1012	0	CP1556	0607	0

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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY**COMMERCIAL PROPERTY FORMS AND ENDORSEMENTS**Policy Number: **ACP CPPF 5492750152**Policy Period: From **06/20/16** To **06/20/17**Named Insured: **SMITH, SUSAN O & MARVIN B**

Form	Date	Title
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0032	1012	BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITION
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0418	1012	CONDOMINIUM COMMERCIAL UNIT-OWNERS OPTIONAL COVERAGES
CP1030	1012	CAUSES OF LOSS - SPECIAL FORM
CP1034	1012	EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS
CP1270	0996	JOINT OR DISPUTED LOSS AGREEMENT
CP1556	0807	BUSINESS INCOME CHANGES - BEGINNING OF PERIOD OF RESTORATION-NO WAITING PERIOD
CP7115	0803	PROPERTY AMENDATORY ENDORSEMENT
IL0017	1198	COMMON POLICY CONDITIONS
IL0166	0907	PENNSYLVANIA CHANGES ACTUAL CASH VALUE
IL0172	0907	PENNSYLVANIA CHANGES
IL0246	0907	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	0702	PENNSYLVANIA NOTICE
IL0935	0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7404	0107	IMPORTANT FLOOD INSURANCE NOTICE
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES
LI0995	0107	CONDITIONAL EXCLUSION OF TERRORISM
13614	1185	SPECIAL CONTINUATION PROVISION

CP-DF (10-89)

LIGJ 16112

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ACP CPPF 5492750152

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COMMERCIAL PROPERTY
CP 00 10 10 12**BUILDING AND PERSONAL PROPERTY
COVERAGE FORM**

Various Provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment,
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations
 - (b) Materials, equipment supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (1) Furniture and Fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the

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Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations or buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data, Electronic data means information, facts or computer programs stored as or on, created or used on, or

transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data means a set of related electronic instructions which direct the operations and functions of a computer or device to receive, process, store, retrieve or send data. This paragraph n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting heating, ventilation, air conditioning or security system;

- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data,
- p. Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines other than autos, you hold for sale;
- (c) Rowboats or canoes out of water, at the described premises; or

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- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.
- 3. Covered Causes Of Loss**
See applicable Causes Of Loss form as shown in the Declarations.
- 4. Additional Coverages**
- a. **Debris Removal**
- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
 - (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy.
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension,
 - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4) the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the

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sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$90,000
Amount of Deductible:	\$500
Amount of Loss:	\$50,000
Amount of Loss Payable:	\$49,500
	(\$50,000 - \$500)
Debris Removal Expense:	\$10,000
Debris Removal Expense Payable:	\$10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$90,000
Amount of Deductible:	\$500
Amount of Loss:	\$80,000
Amount of Loss Payable:	\$79,500
	(\$80,000 - \$500)
Debris Removal Expense:	\$40,000
Debris Removal Expense Payable	
Basic Amount:	\$10,500
Additional Amount:	\$25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property.

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assume by contract or agreement prior to loss; or
- (2) Required by local ordinance.

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No deductible applies to this Additional Coverage.

d. Pollutant Clean up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Cause of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
- (b) You failed to comply with

- (5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) Any costs associated with the endorsement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
The amount payable under this Additional Coverage is additional insurance.

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(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction.

(i) Until the property is actually repaired or replaced at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer

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system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on a described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

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With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs.

- (a) This policy expires,
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television

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antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000 but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the Insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes

- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This Insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the Insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on

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Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions and Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payment under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted

amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible: \$250

Limit of Insurance — Building 1: \$60,000

Limit of Insurance — Building 2: \$80,000

Loss to Building 1: \$60,100

Loss to Building 2: \$90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$60,100

0

— 250

\$59,850 Loss Payable — Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1:

Loss to Building 1: \$70,000

(Exceeds Limit of Insurance plus Deductible)

Loss to Building 2: \$90,000

(Exceeds Limit of Insurance plus Deductible)

Loss Payable — Building 1: \$60,000

(Limit of Insurance)

Loss Payable — Building 2: \$80,000

(Limit of Insurance)

Total amount of loss payable: \$140,000

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E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property

aside and in the best possible order for examination.

- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the

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Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under

the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

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If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building.

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

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(2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and

(4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When: The value of the property is: \$250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$100,000
 The Deductible is: \$250
 The amount of loss is: \$40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of Insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When: The value of the property is: \$250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$200,000
 The Deductible is: \$250
 The amount of loss is: \$40,000

The minimum amount of Insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:

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Building at Location 1:	\$75,000
Building at Location 2:	\$100,000
Personal Property at Location 2:	<u>\$75,000</u>
	\$250,000
The Coinsurance percentage for it is: 90%	
The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	
	\$180,000
The Deductible is:	\$1,000
The amount of loss is:	
Building at Location 2:	\$30,000
Personal Property at Location 2:	<u>\$20,000</u>
	\$50,000

Step (1): $\$250,000 \times 90\% = \$225,000$

(the minimum amount of Insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- The term mortgageholder includes trustee.
- We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving

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notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and

- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

- (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times

- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$100,000

The annual percentage increase is: 8%

The number of days since the beginning of the policy year (or last policy change) is:

146

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The amount of increase is:

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200$$

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this Insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and

- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

- e. We will not pay for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:

- (1) The Limit of Insurance applicable to the lost or damaged property;
- (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality, and
 - (b) Used for the same purpose; or
- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others; the following limitation, applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of

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the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, spot, fumes, acids, alkalis, chemicals and waste. Waste

includes materials to be recycled, reconditioned or reclaimed.

3. "Stock" means merchandise held in storage or for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping.

All terms and conditions of this policy apply unless modified by this endorsement.

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COMMERCIAL PROPERTY
CP 04 18 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUM COMMERCIAL UNIT-OWNERS
OPTIONAL COVERAGES**

This endorsement modifies insurance provided under the following:

CONDOMINIUM COMMERCIAL UNIT-OWNERS CHANGES – STANDARD PROPERTY POLICY
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**SCHEDULE**

Premises Number: 0001		Building Number: 0001		Unit Number:	
Loss Assessment			Miscellaneous Real Property		
Limit Of Insurance: \$ 60,000			Limit Of Insurance: \$		
Deductible: \$ 1000			Additional Premium: \$		
Additional Premium: \$ 53					
Sub-limit On Assessment Resulting From Condominium Association Deductible (If Sub-limit Is Other Than \$1,000): \$					
Premises Number:		Building Number:		Unit Number:	
Loss Assessment			Miscellaneous Real Property		
Limit Of Insurance: \$			Limit Of Insurance: \$		
Deductible: \$			Additional Premium: \$		
Additional Premium: \$					
Sub-limit On Assessment Resulting From Condominium Association Deductible (If Sub-limit Is Other Than \$1,000): \$					

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Premises Number:		Building Number:		Unit Number:	
Loss Assessment			Miscellaneous Real Property		
Limit Of Insurance: \$			Limit Of Insurance: \$		
Deductible: \$			Additional Premium: \$		
Additional Premium: \$					
Sub-limit On Assessment Resulting From Condominium Association Deductible (If Sub-limit Is Other Than \$1,000): \$					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

A. Loss Assessment Coverage

When a Limit Of Insurance is shown in the Schedule for Loss Assessment Coverage:

1. We will pay for your share of an assessment charged to all unit-owners by the Condominium Association, when the assessment is made:
 - a. During the policy period shown in the Declarations; and
 - b. As a result of direct physical loss or damage to property in which each unit-owner has an undivided interest, if such loss or damage is caused by a Cause of Loss covered under this policy.

Paragraph 1.a. of Commercial Property Condition H., Policy Period, Coverage Territory, does not apply to Loss Assessment Coverage.

2. The most we will pay for each assessment is the Loss Assessment Limit of Insurance for the applicable unit.

However, we will not pay more than \$1,000 per scheduled unit for an assessment that results from a deductible in the insurance purchased by the Condominium Association, unless a higher limitation (sub-limit) is shown in the Schedule. The sub-limit does not increase the Loss Assessment Limit of Insurance.

3. With respect to each scheduled unit, we will not pay for a loss assessment that arises from any one occurrence until the amount of the loss assessment exceeds the Deductible shown in the Schedule. We will then pay the amount of the loss assessment in excess of that Deductible, up to the applicable Loss Assessment Limit of Insurance. No other deductible in this policy applies to Loss Assessment Coverage except as otherwise provided in this endorsement.

B. Miscellaneous Real Property Coverage

When a Limit Of Insurance is shown in the Schedule for Miscellaneous Real Property Coverage:

1. The following is added to **Covered Property**:
Miscellaneous Real Property, meaning condominium property that is not included under Your Business Personal Property, provided that:
 - a. The condominium property pertains to your condominium unit only; or
 - b. You have a duty to insure the condominium property according to the Condominium Association agreement.

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2. The Condominium Association may have other insurance covering the same property as this insurance. If it does, we will only pay the excess over what should have been received from that other property insurance. We will pay the excess whether the other insurance can be collected or not.

3. The Deductible applicable to Miscellaneous Real Property Coverage is the policy deductible stated in the Declarations, unless otherwise provided in the Declarations.

C. These coverages apply only to condominium units described in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All terms and conditions of this policy apply unless modified by this endorsement.

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COMMERCIAL PROPERTY
CP 00 32 06 07**BUSINESS INCOME (WITHOUT EXTRA EXPENSE)
COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions.

A. Coverage**1. Business Income**

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

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2. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

3. Additional Limitation -- Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage -- Interruption Of Computer Operations.
- b. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. Additional Coverages**a. Expenses To Reduce Loss**

In the event of a covered loss of Business Income, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of Business Income. The total of our payment for Business Income loss and Expenses To Reduce Loss will not be more than the Business Income loss that would have been payable under this Coverage Form (after application of any Coinsurance penalty) if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

The Coinsurance condition does not apply specifically to such Expenses To Reduce Loss, but it is used as described above to determine the total amount payable.

b. Civil Authority

In this Additional Coverage -- Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and

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(3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:

- (a) Used in the construction, alterations or additions; or
- (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

- (b) Ends on the earlier of:

- (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or

- (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

- (b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or

- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

e. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation — Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a) If the Causes Of Loss — Special Form applies, coverage under this Additional Coverage — Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

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- (b) If the Causes Of Loss — Broad Form applies, coverage under this Additional Coverage — Interruption Of Computer Operations includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage — Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage — Interruption Of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- (5) This Additional Coverage — Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

5. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extended Business Income; or
- 4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

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1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (7) Cooperate with us in the investigation or settlement of the claim.

- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. Resumption Of Operations

We will reduce the amount of your Business Income loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

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- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

EXAMPLE #1 (UNDERINSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$150,000
 The amount of loss is: \$80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

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EXAMPLE #2 (ADEQUATE INSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$200,000
 The amount of loss is: \$80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income is the lesser of:
 - (1) The amount of loss sustained during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

EXAMPLE

When: The Limit of Insurance is: \$120,000
 The fraction shown in the Declarations for this Optional Coverage is: 1/4
 The most we will pay for loss in each period of 30 consecutive days is: \$30,000
 (\$120,000 x 1/4 = \$30,000)
 If, in this example, the actual amount of loss is:

Days 1-30:	\$40,000
Days 31-60:	\$20,000
Days 61-90:	\$30,000
	<hr/>
	\$90,000

We will pay:	
Days 1-30:	\$30,000
Days 31-60:	\$20,000
Days 61-90:	\$30,000
	<hr/>
	\$80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value**a. To activate this Optional Coverage:**

- (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and
 - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

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- b. The Additional Condition, Coinsurance, is suspended until:
- (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
- (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
- (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

EXAMPLE

When: The Limit of Insurance is: \$100,000
 The Agreed Value is: \$200,000
 The amount of loss is: \$80,000

Step (1): $\$100,000 \div \$200,000 = .50$
 Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.4.d., **Extended Business Income**, the number 30 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.
 "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.
 "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:

- a. Your business activities occurring at the described premises; and
- b. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

3. "Period of restoration" means the period of time that:

- a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and

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b. Continuing normal operating expenses incurred in connection with that premises, including:

(1) Payroll; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

6. "Suspension" means;

a. The slowdown or cessation of your business activities; or

b. That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

All terms and conditions of this policy apply unless modified by this endorsement.

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Exhibit "B"

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Law Offices of Howard G. Smith
3070 Bristol Pike, Suite 112
Bensalem, PA 19020

Telephone: (888) 638-4847
(215) 638-4847
Facsimile: (215) 638-4867

Howard G. Smith, Esquire
Direct Dial: (215) 638-4876

August 23, 2017

Todd Cottle
Nationwide Mutual Fire Insurance Company
One Nationwide Gateway - Department 5867
Des Moines, IA 50391 - 5867

RE: 14 South Letitia Street, #203, Philadelphia, PA 19106
Your Insured: Marvin and Susan Smith
My Clients: Marvin and Susan Smith
Claim No.: 588060-GE
D/O/L: 01/31/17

Dear Mr. Cottle:

It has been a while since we spoke and I write both to update you on the matter and also to make a demand on behalf of my clients for the loss of rental income.

As you know, my clients, who are also my parents, own the unit and rented the unit to me. I have not lived in the unit, or paid rent to my parents, since the fire. The fire caused the building to be uninhabitable. While my clients have made significant repairs to their unit, the Condo Association has not, to date, made any repairs to the building's common areas. I had a month to month lease with my parents and cannot live in the unit given the building's current condition. My parents are unable to rent the unit to anyone else with the building in its state of disrepair. I enclose with this letter a recent letter I received from the Condo Association admitting that it has made no repairs to the building's common areas and claiming that the reason it has made no repairs to the building's common areas is because of a dispute that it is having with its insurer.

Therefore, my clients hereby make a demand for loss of business income, to date, in the amount of \$2,000 per month since the date of the fire, or \$14,000 by the end of this month. I am happy to furnish to you cancelled checks proving that I paid my parents \$2,000 per month for the months leading up to the fire. You are also welcome to inspect the unit and/or the building. However, I do ask that since my parents have not made any rental income on the unit for approximately 7 months, you act in good faith to quickly make whatever investigation you deem appropriate and to pay the claim promptly.

I look forward to hearing from you soon.

Sincerely,


Howard G. Smith, Esquire

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Blackhorse Condominium Association
12 S. Letitia Street
Philadelphia, Pa. 19106
blackhorsecondo@aol.com

August 21, 2017

To All Owners,

As you are all aware the progress to date with the building restoration has been slow. This has been a direct result of the tortuous process experienced with the loss adjustment with Lloyd's of London insurance group. We knew going in that Lloyd's of London had a reputation for being slow but what we experienced verged on bad faith every step along the way. We believe we have finally come to an agreement with the insurance company on the minimum undisputed loss and should be receiving funding shortly in order to begin the restoration process. The undisputed minimum loss does not include supplemental claims, code upgrades, and depreciation. We will continue to be involved with the insurance company through the public adjuster with these other areas. After interviewing and meeting with several professionals we have recently assembled a team including an architect, structural engineer, and general contractor to move forward with the restoration process.

As you aware we engaged Serve Pro to provide immediate mitigation services and they were at the property for approximately three weeks beginning the day of the fire. Additionally, we engaged IAB public adjusters within a few days of January 31, 2017 and they have done an excellent job of adjusting the loss and documenting everything in writing to the insurance company over the last several months. In support of their analysis of loss the association engaged the services of an architect and a structural engineer, whose reports were invaluable in adjusting the loss. Also, during the adjustment process we engaged a specialist to have the entire building tested for asbestos and we are pleased to report that no asbestos was found anywhere in the property.

From the date of the fire we have had to perform a number of ongoing temporary repairs to the roof, elevator, water system, fire alarm system, and other miscellaneous items. In the beginning of June we were able to begin addressing interiors of the less damaged units on the south side of the building ('03, '04, and '05 units) and a good percentage of that work has been completed but there is still more to do. We hope to begin work on replacing the roof in the next month but the critical path for that is the city building plans examiner and their approval process. As soon as the plans for the roof restoration are submitted to the city the architect will focus on the common areas and north side unit restoration. The primary factor for the building interior will be what is necessary for building code upgrades as the city of Philadelphia building codes were upgraded in 2009.

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As a plan and schedule of work becomes available we will let you know immediately. We will also attempt to send more frequent updates once the restoration process begins.

Sincerely,

John Joseph
President and Executive Board Member

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Exhibit "C"

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Date prepared September 27, 2017
Claim number 588060-GE
Policy number ACP CPPF5492750152
Questions? Contact Claims Associate
Todd Cottle
COTTLT2@nationwide.com
Phone 609-735-8670
Fax 855-346-9018

SUSAN SMITH
1113 DAISY LN
BENSALEM, PA 19020-2435

Claim details

Insurer: Nationwide Mutual Fire Insurance Company
Policyholder: SUSAN SMITH
Claim number: 588060-GE
Loss date: January 31, 2017

Dear Mrs. Smith ,

We completed our review of this Fire loss that occurred on January 31, 2017. We made every effort to provide a fair and thorough evaluation of your policy of insurance and investigation of your loss.

Based on our investigation and review of your policy contract, Nationwide Mutual Fire Insurance Company's opinion is this loss was caused by fire. Therefore, we have determined a portion of your claim is covered under your policy. Your policy covers loss of Business Income, including Rental Value, during the period of restoration of the property owned by you, and also of the areas within the building where your property is located which are used to provide access to your premises.

About our decision

Our investigation indicates we issued the settlement on 2/7/17 and the Period of Restoration of covered damages, allowing the unit to be accessed and lived in as intended, was 8 weeks. Your recent correspondence indicated an ongoing rental income loss. In order for us to give further consideration to this portion of the claim, we will need information demonstrating that the unit is not liveable or accessible due to direct physical damage caused by the covered fire loss.

Policy details

Your CP0032 06/07 Business Income Coverage policy states the following:

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

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Claim # 588060-GE

Page 2 of 3

...
(3) "Rental Value".

...
We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

Additional information

We expressly reserve all other rights, defenses, or contentions, which are available to us under the policy of insurance, by law or otherwise, and do not waive any such rights or defenses which we now have or which may become known to us in the future.

If you have information about this claim that may affect our current decision — please forward it to us as soon as possible.

For more information

If you have any questions or concerns, please contact me at 609-735-8670 or COTTLT2@nationwide.com.

Sincerely,

Todd Cottle
Nationwide Mutual Fire Insurance Company
One Nationwide Gateway Dept 5867
Des Moines, IA 50391

cc
Howard Smith

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Exhibit "D"

L00205349077020719

Law Offices of Howard G. Smith

3070 Bristol Pike, Suite 112
Bensalem, PA 19020

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Facsimile: (215) 638-4867

Howard G. Smith, Esquire
Direct Dial: (215) 638-4876

October 18, 2017

Todd Cottle
Nationwide Mutual Fire Insurance Company
One Nationwide Gateway - Department 5867
Des Moines, IA 50391 - 5867
also sent via email to: COTTLT2@nationwide.com

RE: 14 South Letitia Street, #203, Philadelphia, PA 19106
Your Insured: Marvin and Susan Smith
My Clients: Marvin and Susan Smith
Claim No.: 588060-GE
D/O/L: 01/31/17

Dear Mr. Cottle:

I am in receipt of your letter to my mom dated September 27, 2017, wherein you respond to my August 23, 2017 letter to you demanding payment for lost rent by substantially denying the claim. Your denial is in violation of the insurance contract at issue and your denial, along with your letter explaining your denial, constitutes bad faith. I ask that you reconsider your denial and make payment as requested. If you continue to deny the claim in any way, I demand, and good faith requires, that you at least give a detailed explanation for your denial specifically addressing the concerns I raise herein.

In my August 23, 2017 letter to you I stated that my parents could not rent the condominium unit that they own because the building's Condominium Association, over which they have no control, has made no repairs to the building, leaving my parents unable to rent their unit.

You responded to my August 23, 2017 letter by letter dated September 27, 2017, wherein you state that the policy covers my parents for loss of rental income from the date you paid them to make repairs to their unit through a reasonable period of time to allow my parents to repair their unit to habitability, which you seemingly arbitrarily assess at being 8 weeks. Specifically, you state, "Our investigation indicates we issued the settlement on 2/7/17 and the Period of Restoration of covered damages, allowing the unit to be accessed and lived in as intended, was 8 weeks."

The above sentence makes unclear as to whether you believe coverage exists if the damage to the building, rather than to my client's individual unit, caused their unit to be uninhabitable. The sentence seems to indicate your company's position is that no coverage exists for loss of rental income due to fire damage to the building which causes the unit to be uninhabitable, just for fire damage to the unit itself which causes the unit to be uninhabitable, because you specifically address coverage for the period of time it should take to restore the unit, without any reference to the period of time it takes to repair the building, despite that my letter to you specifically addresses damage to the building.

Specifically, the policy states:

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused

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by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

If your interpretation of the policy is that coverage exists for loss of rental income due to fire damage which causes the unit to be uninhabitable if the damage is to the unit itself, but not if the damage is to the surrounding building, then your interpretation is incorrect. The policy covers damage to the "premises", not the unit, and defines "premises" if "you occupy only part of the site at which the described premises are located" as, "[a]ny area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises." The premises described in the policy is a rental unit on the second floor of a building which one can only access by going through the building. Hence, if damage to the building surrounding the unit makes the premises uninhabitable, the policy provides coverage regardless the condition of the unit itself.

The policy also states:

- 3. "Period of Restoration" means the period of time that:
 - (a) Begins 72 hours after the time of direct physical loss or damage caused or resulting from the Covered Cause of Loss at the described premises; and
 - (b) Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when the business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Initially, your determination that the period of restoration to repair the unit is only eight weeks is both arbitrary and made in bad faith. It would be difficult to repair the unit in 8 weeks under any conditions. The damage required the removal and replacement of all the drywall and insulation on two walls and a large portion of the ceiling, the repair of a large window, and the removal and replacement of an entire finished floor. However, in the instant case, ServPro spent an entire month remediating the damage in the building. ServPro, acting as agents of the Condo Association, under orders from the city, would allow only limited access to the building during the one month period they were working on the building for safety reasons. Clearly, the period of restoration includes periods of time that the city would not allow repairs to begin for safety reasons. Additionally, regardless of orders from the city, it would not be possible to have workers in the building at the same time the ServPro workers were in the building as the building could not accommodate that many people and that much equipment at one time. Also, the Condo Association would not allow the unit owners to make repairs to their individual units for a period of time, claiming the need to keep the units in their unrepaired state until the Association settled its claims with its insurer. I include with this letter an email from the Condo Association, dated April 24, 2017, demanding that my clients make their unit available on April 25, 2017 for an insurance inspection. While you may argue that periods

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of time where the Association will not allow unit owners to make repairs to their individual units do not count towards the period of restoration, I note that it is not reasonable to expect my parents to make repairs against the orders of the Condo Association, that nowhere does the policy specifically exclude such periods of time from the period of restoration, and that since Nationwide wrote the policy, most courts would interpret the policy against Nationwide to include such periods of time in the period of restoration. I would also note that it borders on ludicrous to fail to include in the period of restoration the time period the Condo Association instructs my clients not to repair their unit where repairing their unit could jeopardize Nationwide's subrogation rights. Considering the forgoing, my clients' demand that, in good faith, you promptly state in writing your rational, if one exists, for your seemingly arbitrary conclusion that, "the Period of Restoration of covered damages, allowing the unit to be accessed and lived in as intended, was 8 weeks." My clients' also demand that your response specifically address the concerns that I raise in this paragraph.

As stated previously, if damage to the building makes the premises uninhabitable, the policy clearly provides coverage regardless the condition of the unit itself. I have enclosed pictures, taken October 4, 2017, showing the state of the building. The pictures are prime facie evidence of the lack of habitability of the premises. The fire left the building a mess. The fire occurred on the roof and completely destroyed the roof, requiring a new roof. The city condemned two of the units just underneath the roof. ServePro took out most drywall and insulation throughout the building to try to prevent mold. Nevertheless, with the walls open, allergens abound throughout the building. Additionally, without many interior walls and insulation there are security issues, rodent issues, and problems heating and cooling my client's unit. ServPro took up most of the finished flooring in the building, specifically in front of the entrance to my client's unit, making entry to the unit dangerous. The city needed to certify the building's fire alarm system and check the structure of the building. Many of the repairs require the city to issue permits. I could go on with repairs needed to make the building habitable, but it is clear that it is not reasonable to expect anyone to be able to repair the building so as to make the premises habitable in 8 weeks. Therefore, your denial of my parent's claim beyond 8 weeks is arbitrary, irrational, and made in bad faith. My parents demand that, in good faith, you promptly state in writing your rational, if one exists, for limiting their claim to 8 weeks considering the forgoing. Moreover, as I explained in my letter to you of August 23, 2017, wherein I enclosed a letter from the Condo Association dated August 21, 2017, the Condo Association admitted that it has made no repairs to the building's common areas, claiming that the reason it has made no repairs to the building's common areas is because of a dispute that it is having with its insurer. I have enclosed another copy of the August 21, 2017 letter from the Condo Association for your convenience. While you may argue that periods of time where the Association will not make repairs to the building due to disputes that it is having with its insurer do not count towards the period of restoration, I note that such disputes are to be reasonably expected to some extent, that nowhere does the policy specifically exclude delays caused by such disputes from the period of restoration, and that since Nationwide wrote the policy, most courts would interpret the policy against Nationwide to include such time periods in the period of restoration. Therefore, the policy covers my parents for their lost rental income through present because of the Association's failure to repair the building to a state of habitability.

However, regardless of the amount of time one considers reasonable to repair the building to render the premises habitable, your letter is unclear as to my client's main claim. My client's main claim is that fire damage to the building caused them to lose rental income, regardless if one considers the premises habitable. Your letter states, "Your recent correspondence indicated an ongoing rental income loss. In order for us to give further consideration to this portion of the claim, we need information demonstrating that the unit is not livable or accessible due to direct physical damage caused by the covered fire loss." The sentence seems to indicate that you do not believe that coverage exists if the fire affected the rental value of the unit unless it did so to the extent of rendering the unit uninhabitable. You also indicated to me during our telephone conversation, about September 29, 2017, that the policy did not cover loss of rental value unless the damage caused by the covered loss was sufficient to cause the unit to be uninhabitable.

The policy states that, "We will pay for the actual loss of Business Income you sustain due to the necessary 'suspension' of your 'operations' during the 'period of restoration'."

The policy defines "suspension" as:

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6. "Suspension" means:

- a. The slowdown or cessation of your business activities; or**
- b. That a part of the described premises is rendered uninhabitable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.**

The policy defines operations as:

2. "Operations" means:

- a. Your business activities occurring at the described premises; and**
- b. The tenability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies..**

Your interpretation of the policy that coverage for loss of rental value only exists if the covered damage renders the unit uninhabitable is both incorrect and made in bad faith as it goes against the clear language stated in the policy. As I already explained, the policy covers damage to the premises, not damage to the unit. Clearly, the policy also covers damages to the premises that result in "a slowdown or cessation of your business activity." My parent's business activity is operating a rental unit at the premises. The state of disrepair of the building causes a slowdown of their business activities, namely, the inability to collect full rent, regardless whether the premises is habitable and allowing them to collect some rent. Therefore, to the extent that you believe that the premises should be habitable, your denial on that basis is in error because the policy provides coverage for loss of ability to collect rent, not for loss of habitability.

In summary, the fire damaged the premises so as to impair the rental value of my parent's unit. Your decision that the period of restoration was only 8 weeks is arbitrary, against the weight of evidence, and made in bad faith. Through no fault of my parents, the rental value of the unit continues to be impaired. Your policy provides coverage for the impaired rental value of the unit. Your denial of such coverage based on clearly incorrect interpretations of your policy is in breach of contract and also in bad faith. Your purposely ambiguous letter denying coverage while failing to fully explain your rationale for denial is also in bad faith.

Therefore, my clients demand that you reconsider your denial and make payment as previously requested. If you continue to deny the claim in any way, my clients demand, and good faith requires, that you at least give a detailed explanation for your denial specifically addressing the concerns I raised herein.

If I do not hear from you by November 7, 2017, I will file suit on my clients' behalf for breach of contract and bad faith.

Sincerely,


Howard G. Smith, Esquire

Insurance Inspection - April 25, 2017

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<https://mail.aol.com/webmail-std/en-us/PrintMessage>

From: Blackhorse Condominium Association <blackhorsecondos@aol.com>
To: blackhorsecondo <blackhorsecondo@gmail.com>
Subject: Insurance Inspection - April 25, 2017
Date: Mon, Apr 24, 2017 12:43 am

Dear Resident,

The insurance carrier for the condominium association has requested an additional inspection of the property to finalize their adjustment process of the fire loss claim.

The inspection will occur on Tuesday April 25 and will begin at 9:00 am. They will begin on the 5th floor and work their way down through the building. They will be accompanied by representatives from IAB Public Adjustors as well as a representative from the condominium association.

The plan is to view all common areas and all individual apartments. Time in any individual apartment will be minimal. If there is any particular window of time that is not good for viewing your apartment please let us know so we may have the inspectors work around that.

We are hoping this is the final inspection required by the insurance company so that we may begin the necessary restoration of all areas.

Your cooperation with the above will be greatly appreciated. If you have any questions please let us know.

***The Executive Board
Blackhorse Condominium Association
12 S. Leitch Street
Philadelphia, Pa. 19106
(p) 215-413-3732***

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Blackhorse Condominium Association
12 S. Letitia Street
Philadelphia, Pa. 19106
blackhorsecondo@aol.com

August 21, 2017

To All Owners,

As you are all aware the progress to date with the building restoration has been slow. This has been a direct result of the tortuous process experienced with the loss adjustment with Lloyd's of London insurance group. We knew going in that Lloyd's of London had a reputation for being slow but what we experienced verged on bad faith every step along the way. We believe we have finally come to an agreement with the insurance company on the minimum undisputed loss and should be receiving funding shortly in order to begin the restoration process. The undisputed minimum loss does not include supplemental claims, code upgrades, and depreciation. We will continue to be involved with the insurance company through the public adjuster with these other areas. After interviewing and meeting with several professionals we have recently assembled a team including an architect, structural engineer, and general contractor to move forward with the restoration process.

As you aware we engaged Serve Pro to provide immediate mitigation services and they were at the property for approximately three weeks beginning the day of the fire. Additionally, we engaged IAB public adjusters within a few days of January 31, 2017 and they have done an excellent job of adjusting the loss and documenting everything in writing to the insurance company over the last several months. In support of their analysis of loss the association engaged the services of an architect and a structural engineer, whose reports were invaluable in adjusting the loss. Also, during the adjustment process we engaged a specialist to have the entire building tested for asbestos and we are pleased to report that no asbestos was found anywhere in the property.

From the date of the fire we have had to perform a number of ongoing temporary repairs to the roof, elevator, water system, fire alarm system, and other miscellaneous items. In the beginning of June we were able to begin addressing interiors of the less damaged units on the south side of the building ('03, '04, and '05 units) and a good percentage of that work has been completed but there is still more to do. We hope to begin work on replacing the roof in the next month but the critical path for that is the city building plans examiner and their approval process. As soon as the plans for the roof restoration are submitted to the city the architect will focus on the common areas and north side unit restoration. The primary factor for the building interior will be what is necessary for building code upgrades as the city of Philadelphia building codes were upgraded in 2009.

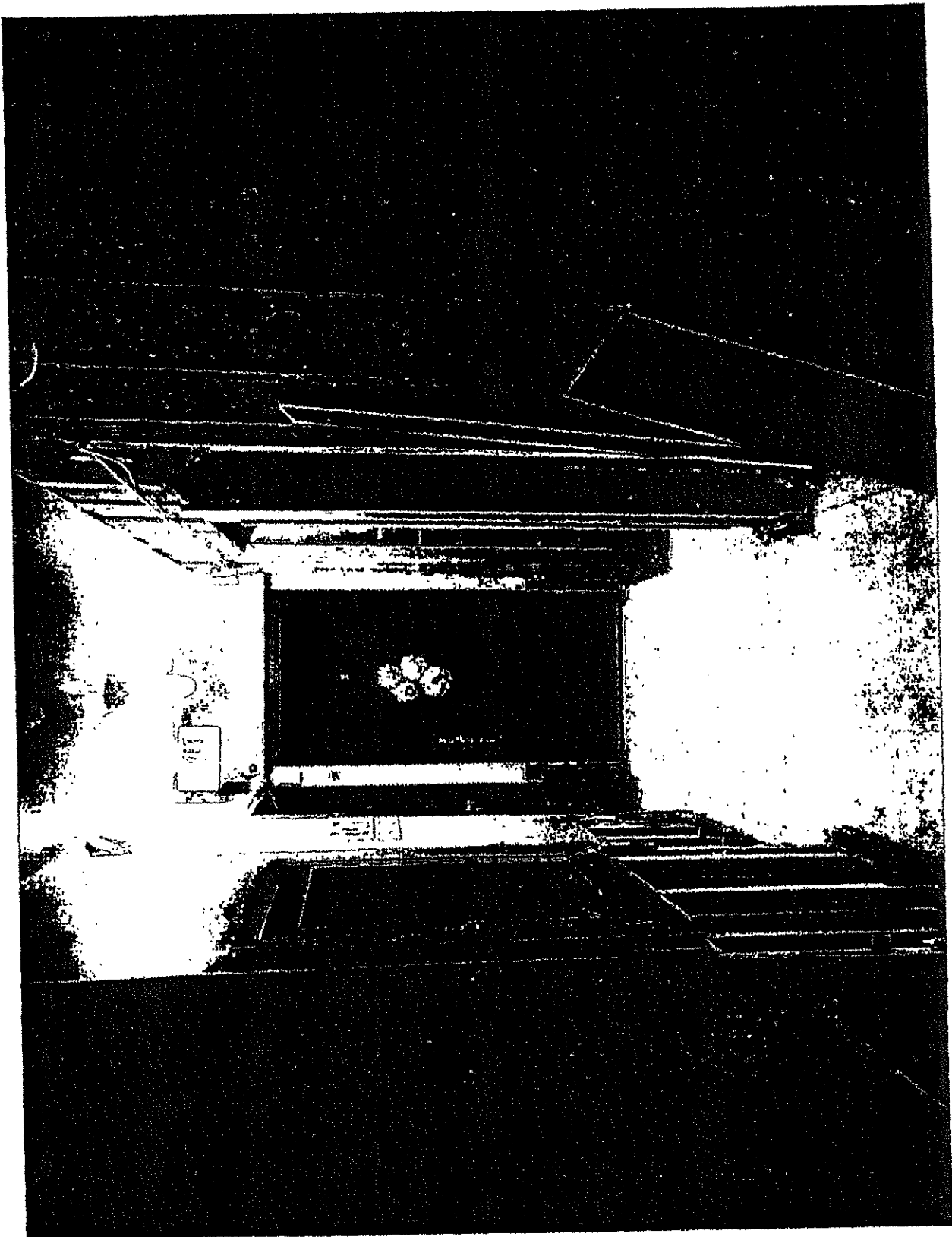
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As a plan and schedule of work becomes available we will let you know immediately. We will also attempt to send more frequent updates once the restoration process begins.

Sincerely,

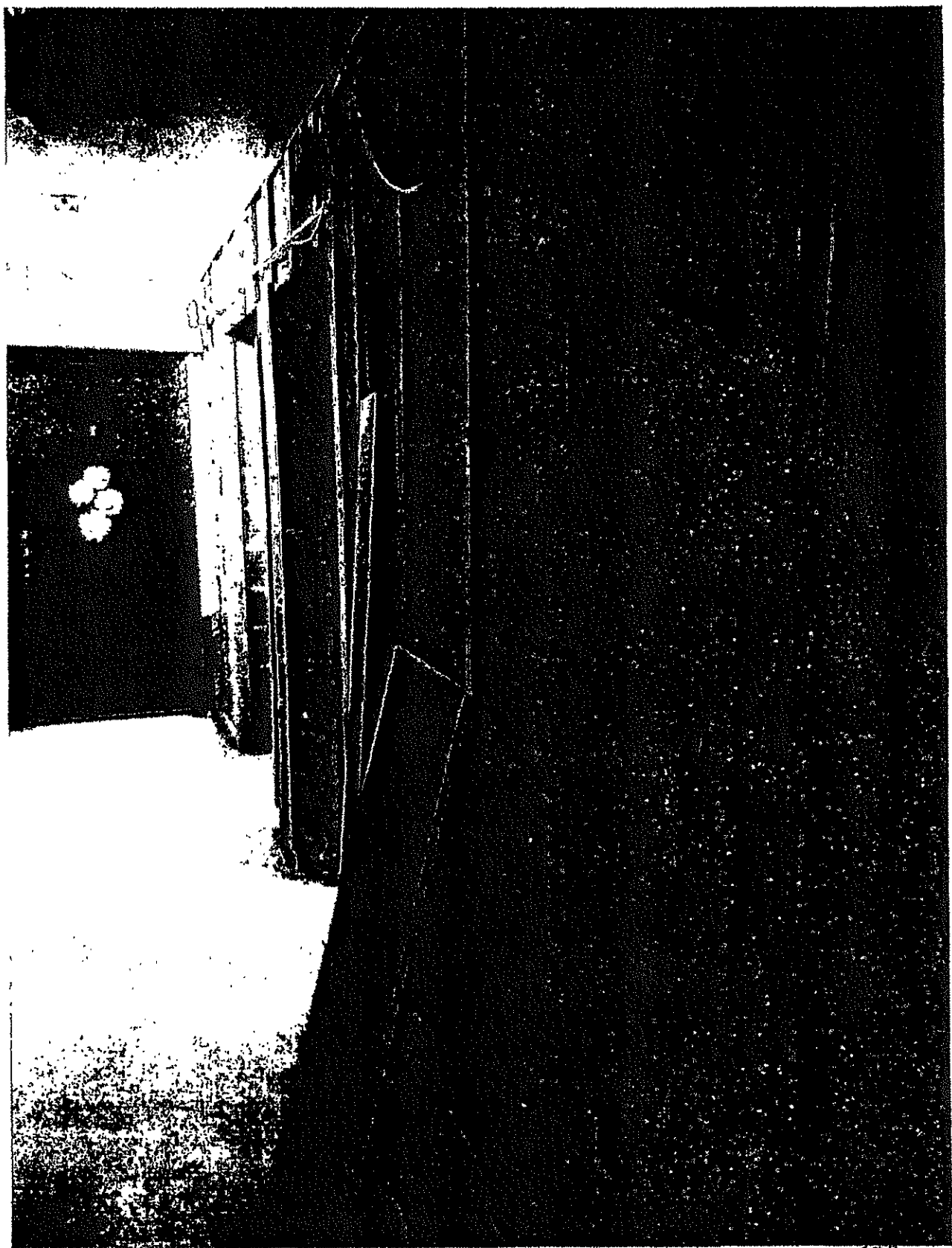
John Joseph
President and Executive Board Member

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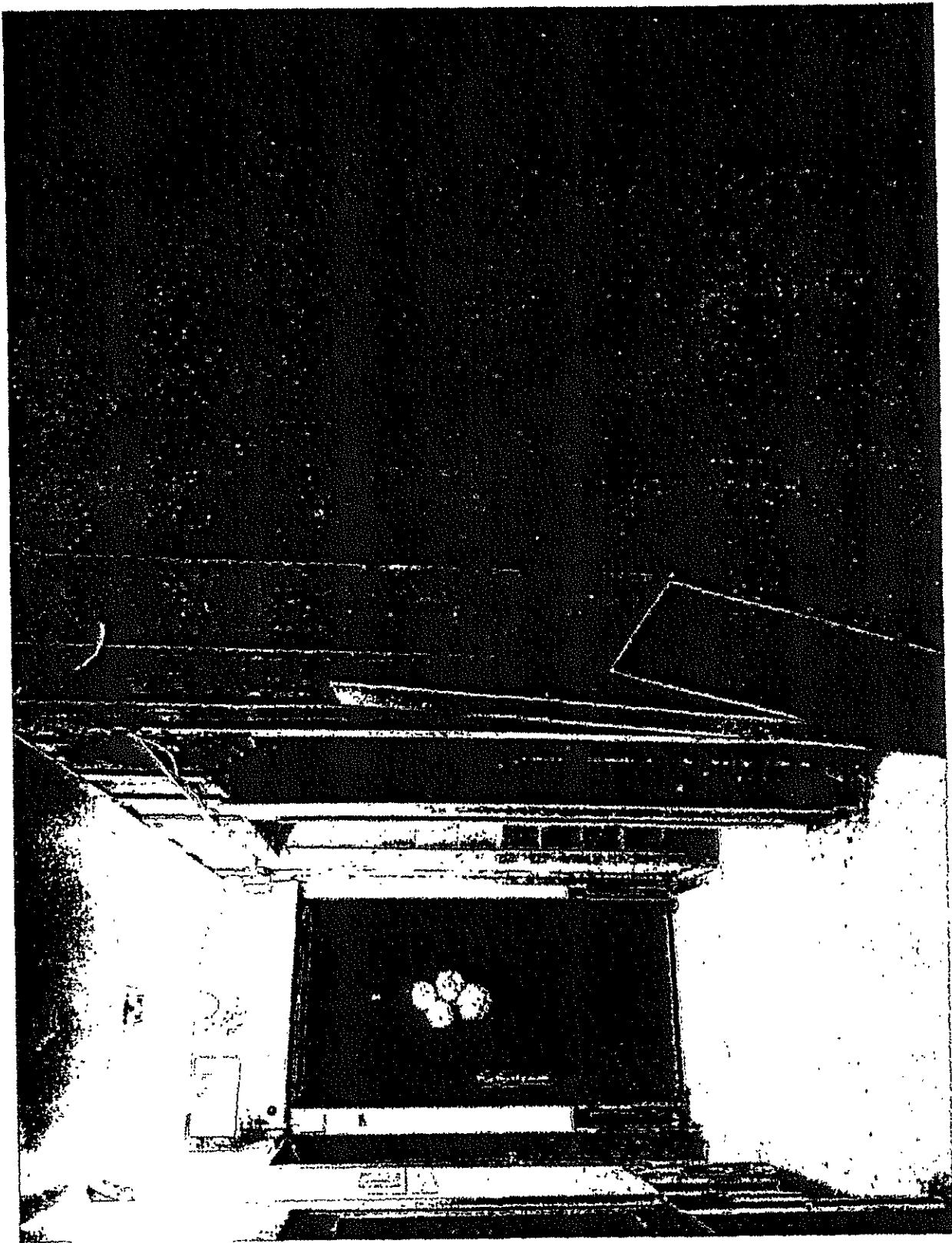
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1st floor

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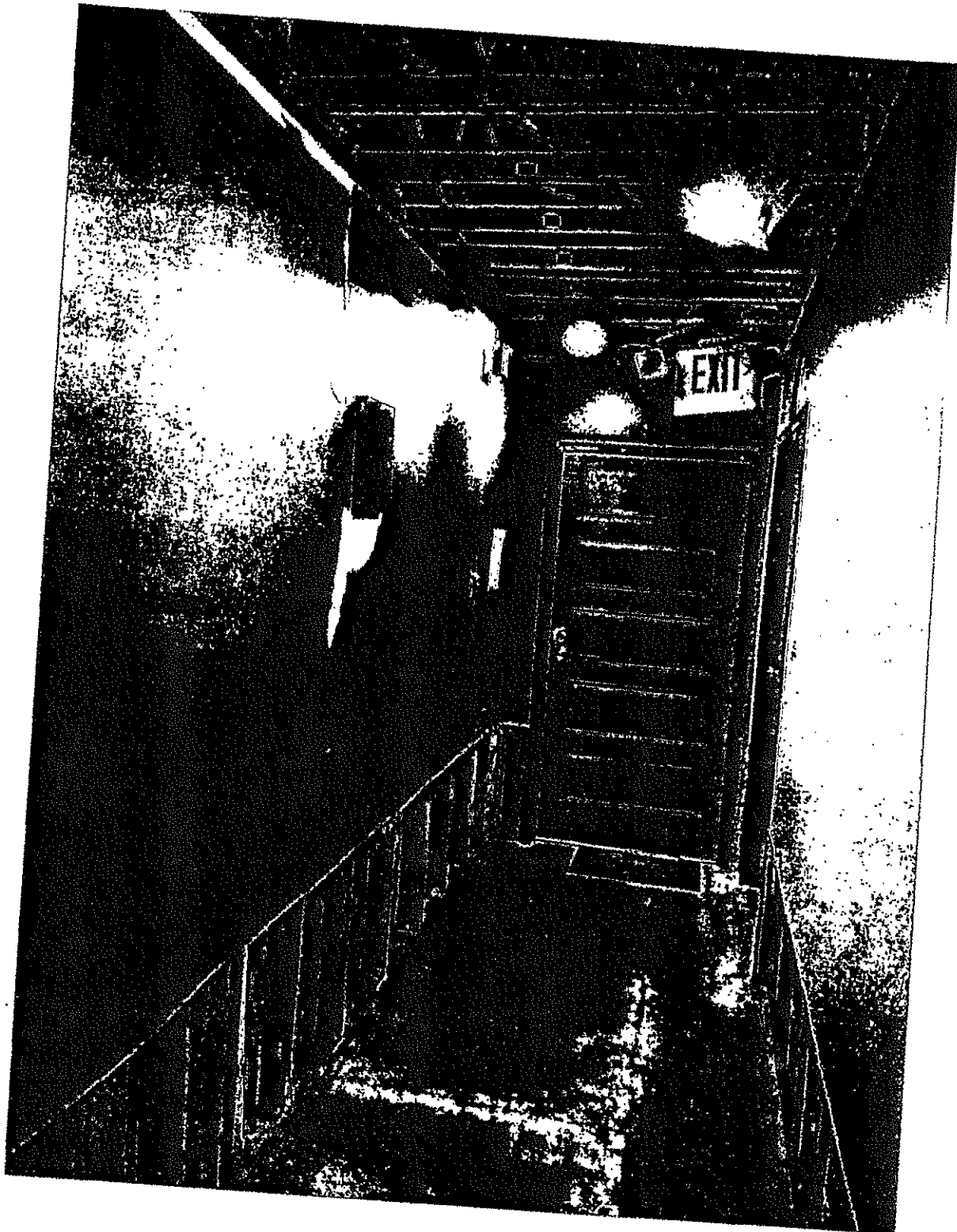
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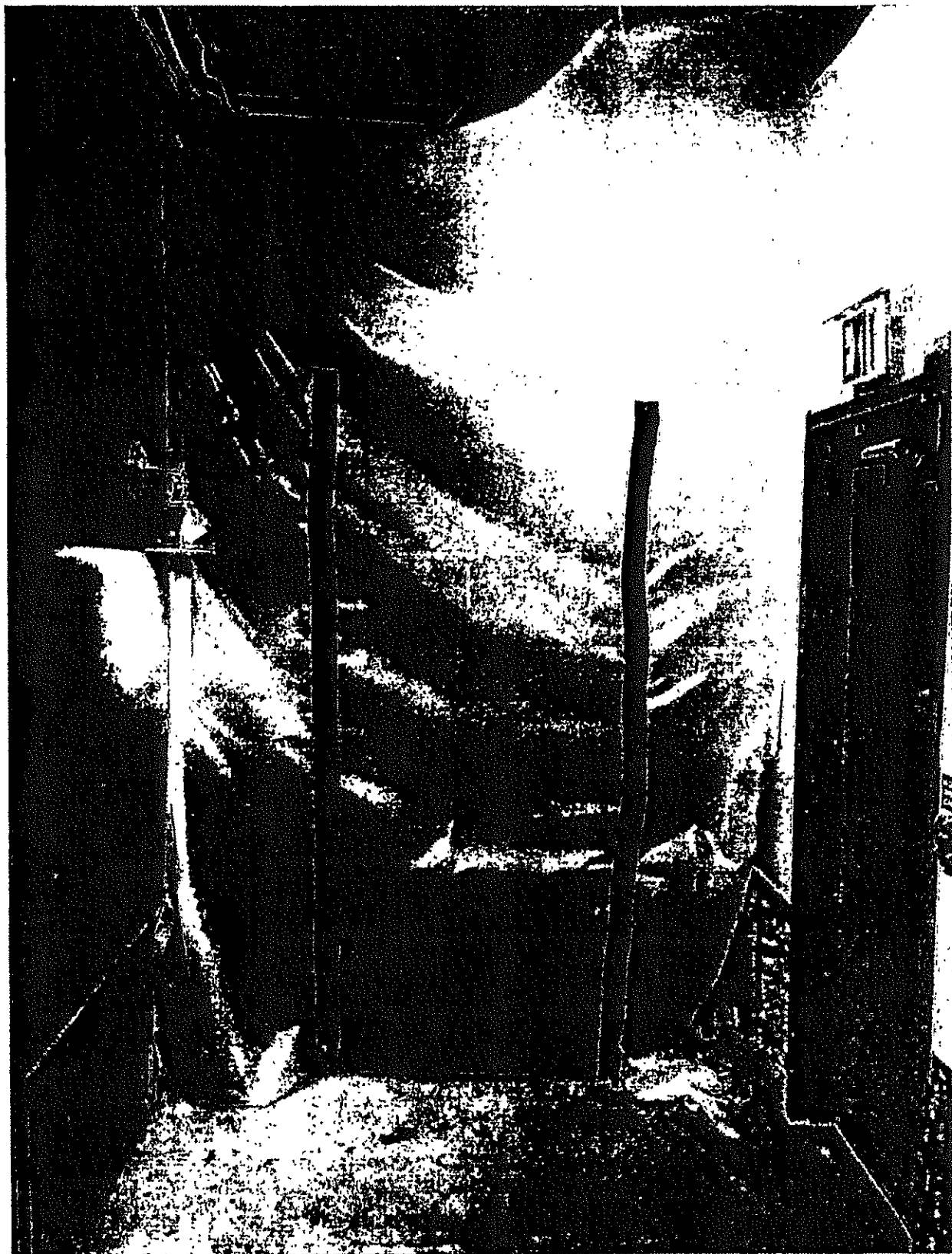
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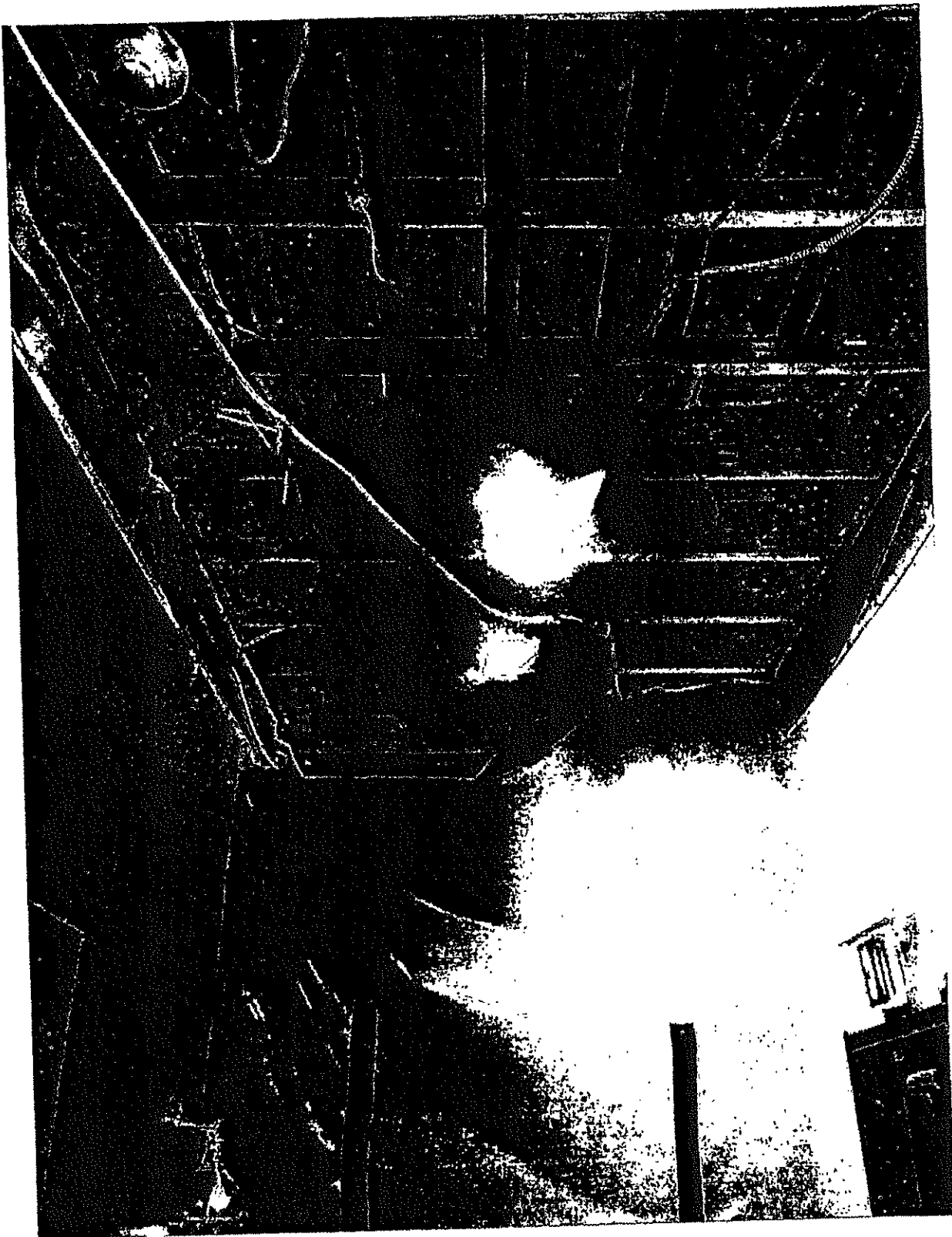
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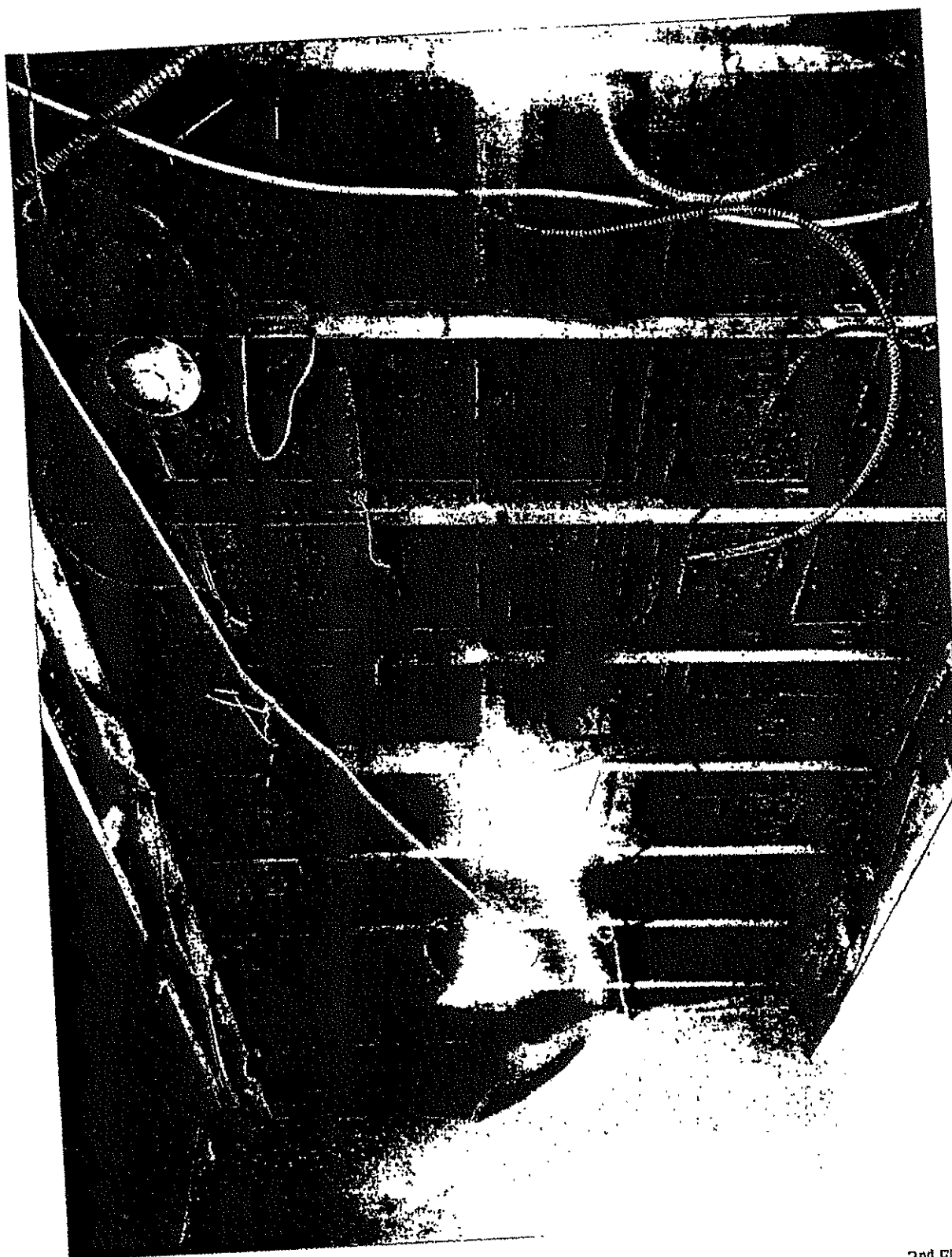
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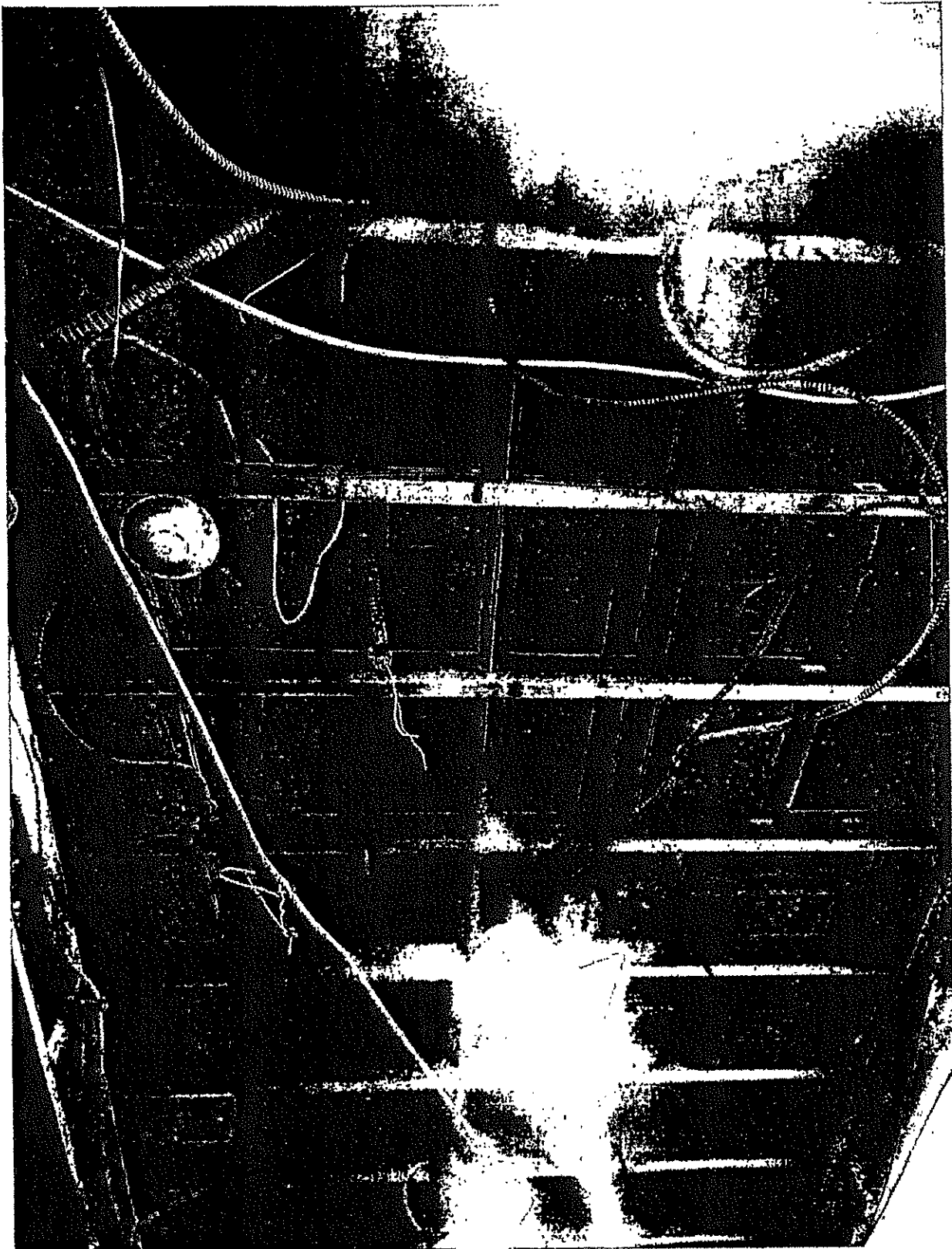
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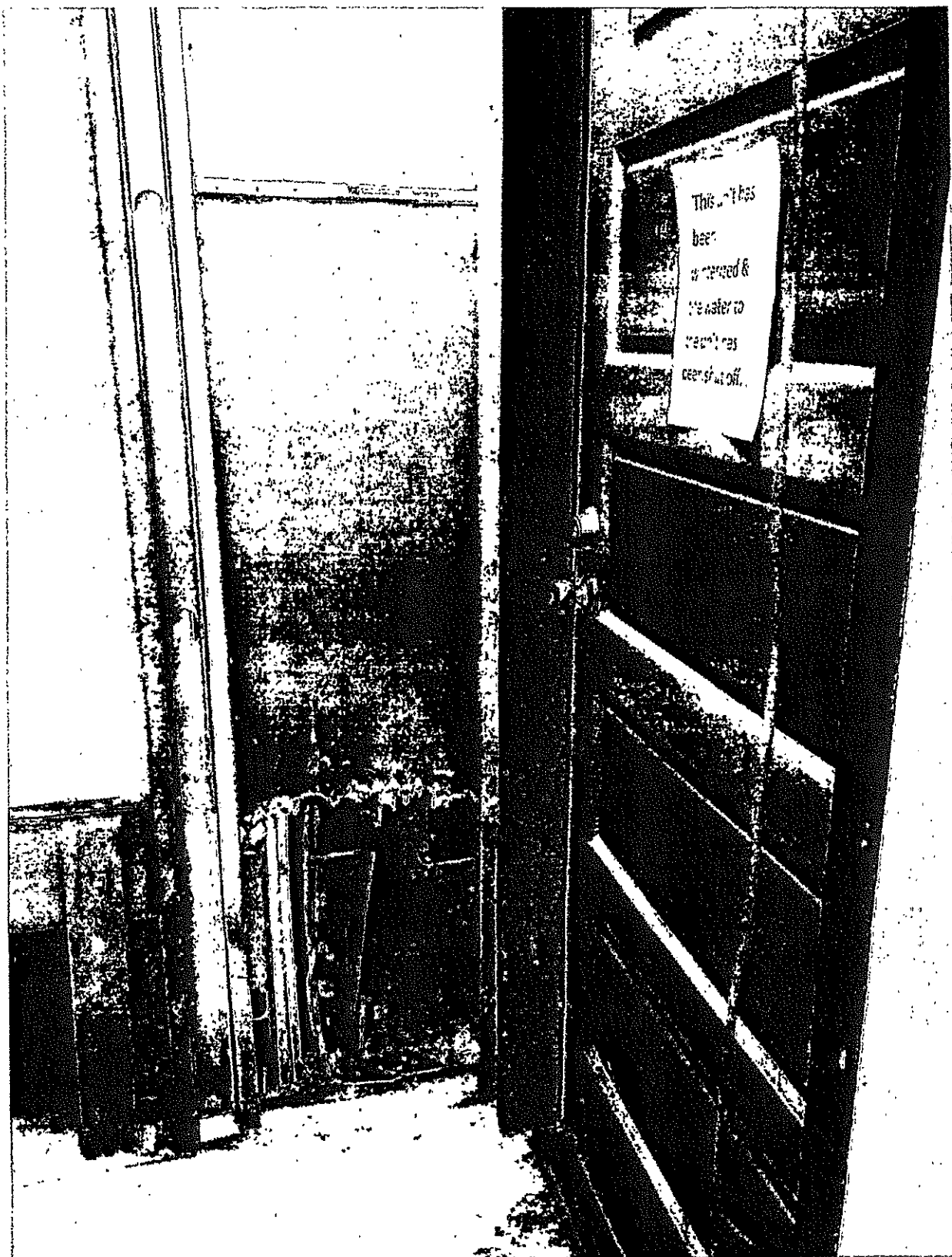
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2nd Floor

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2nd Floor

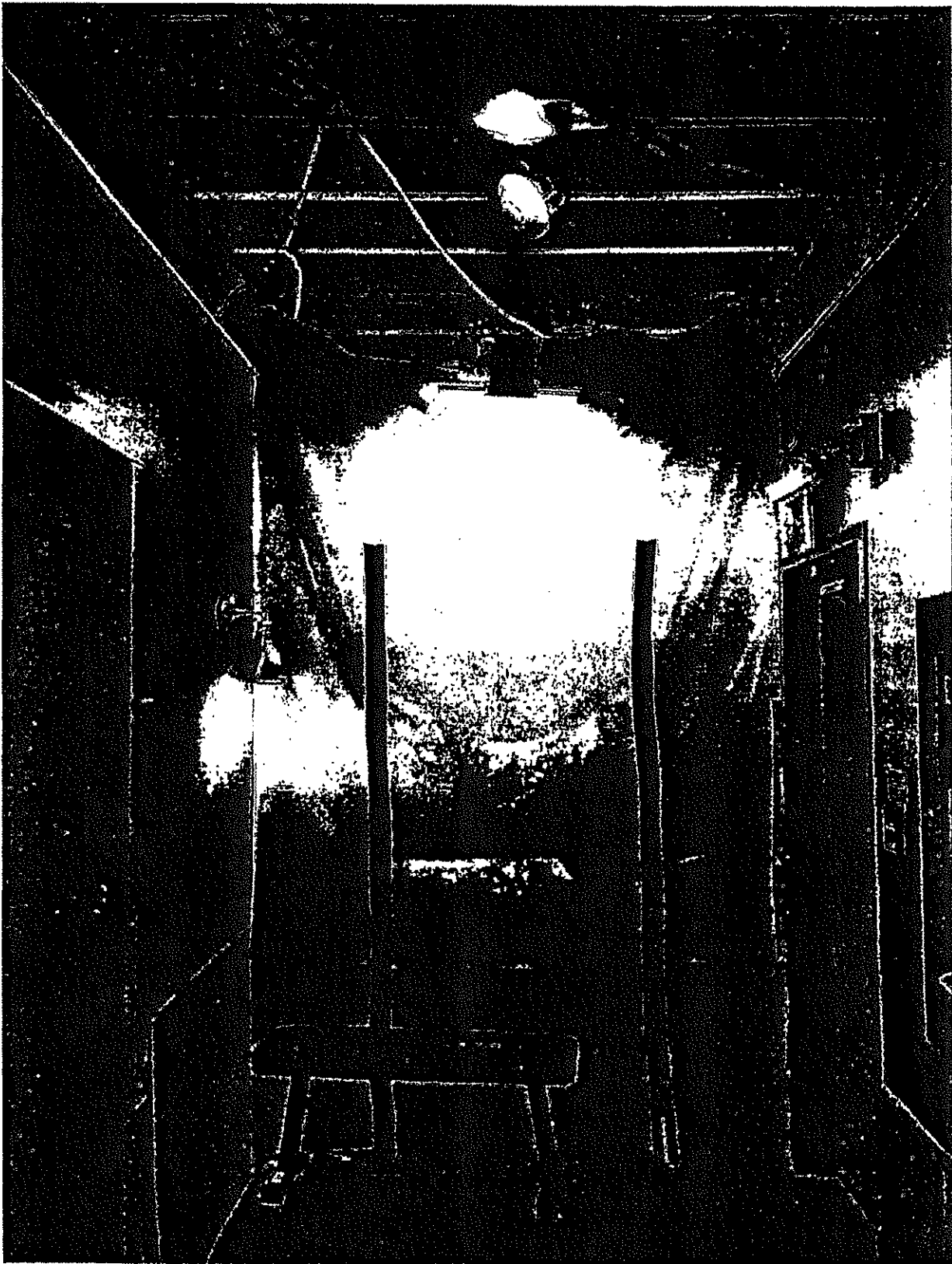
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Rodent Crap!

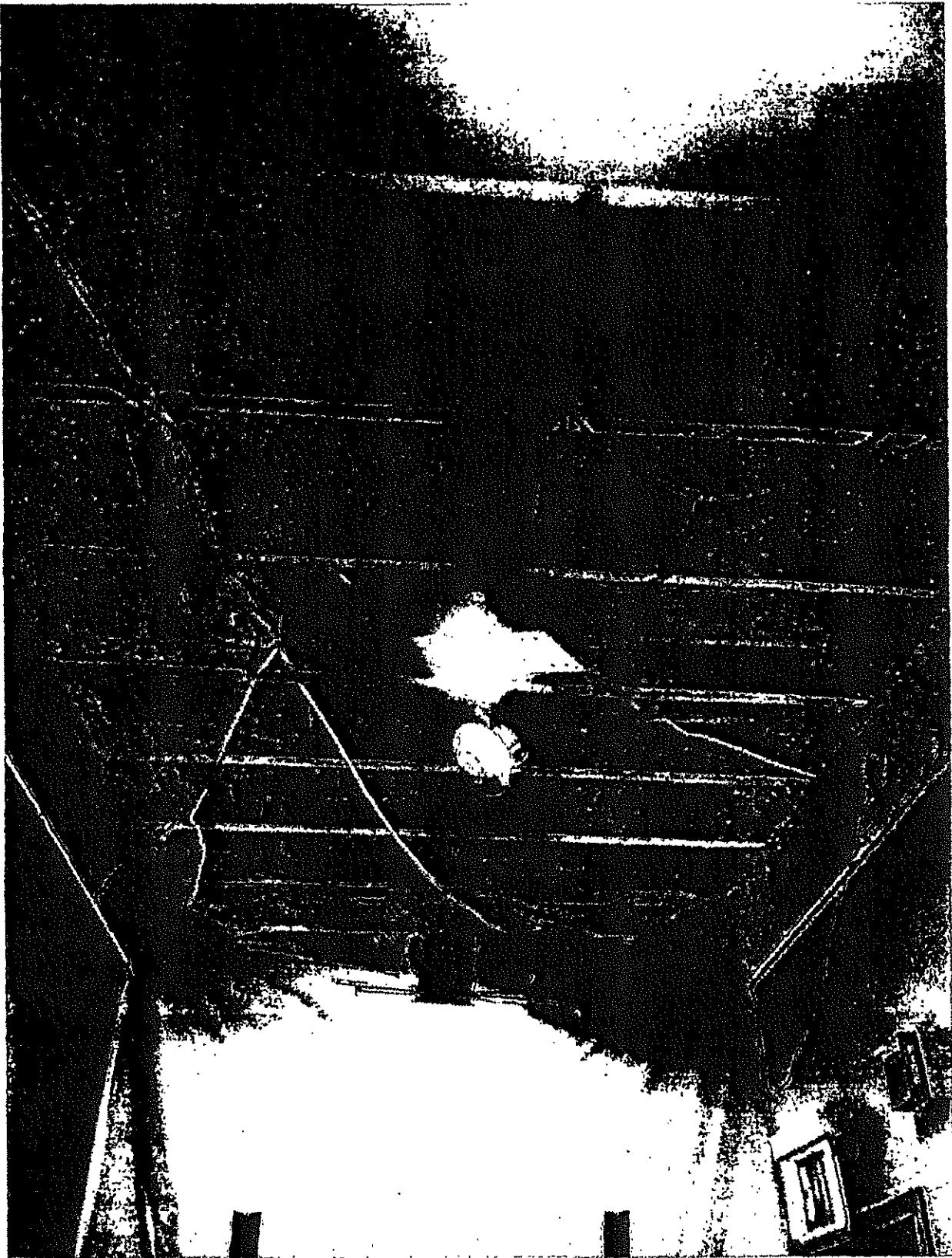
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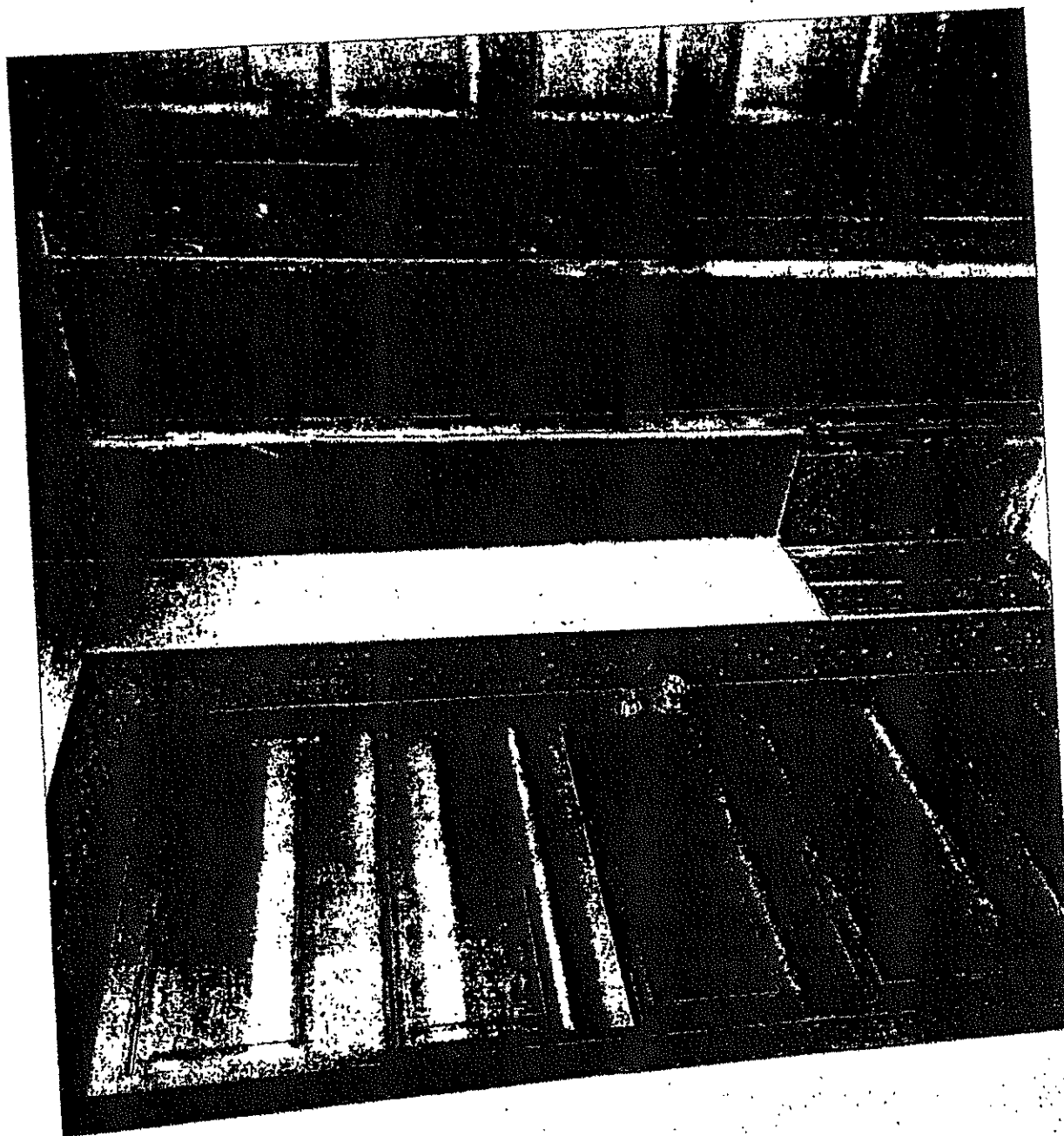
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3rd floor

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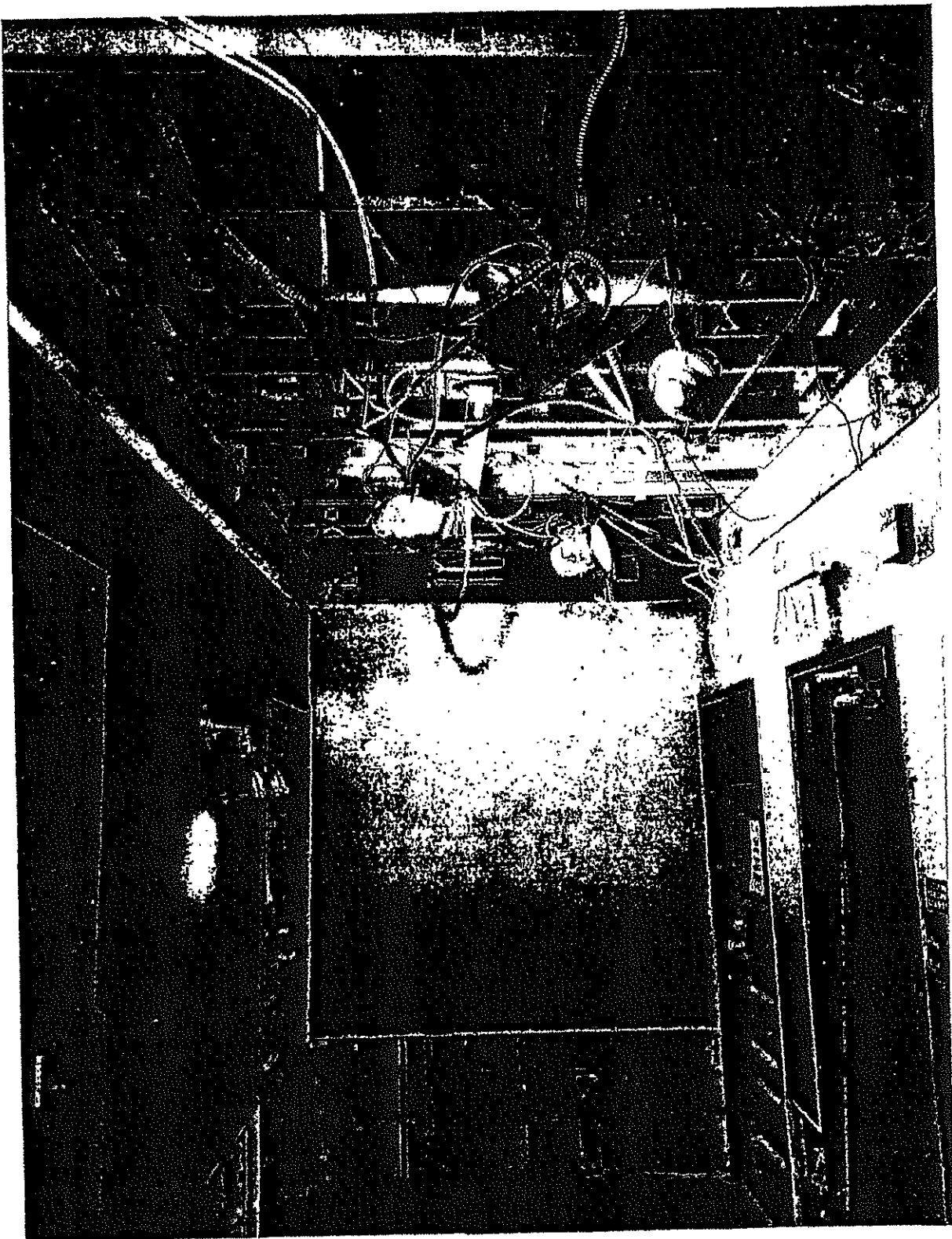
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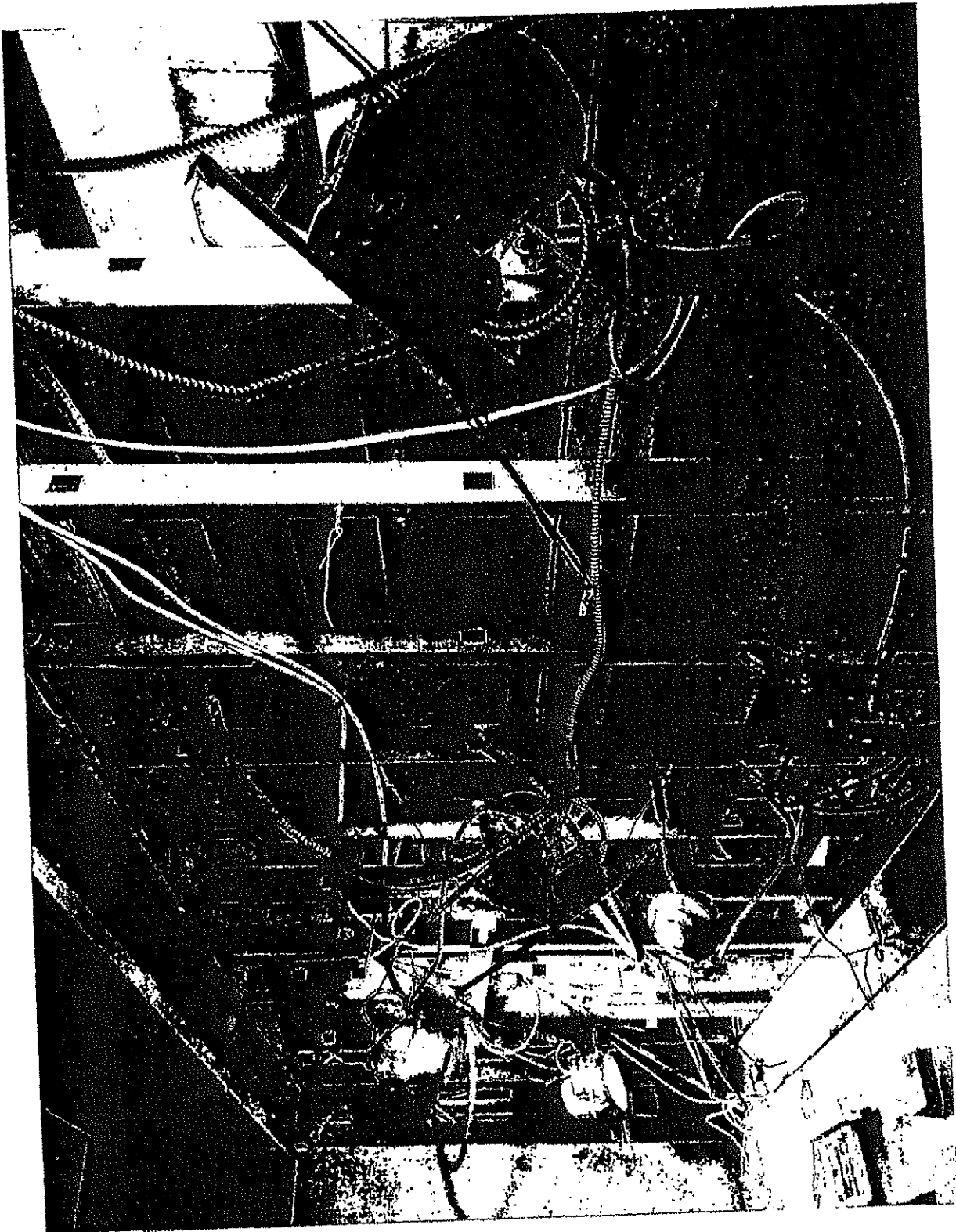
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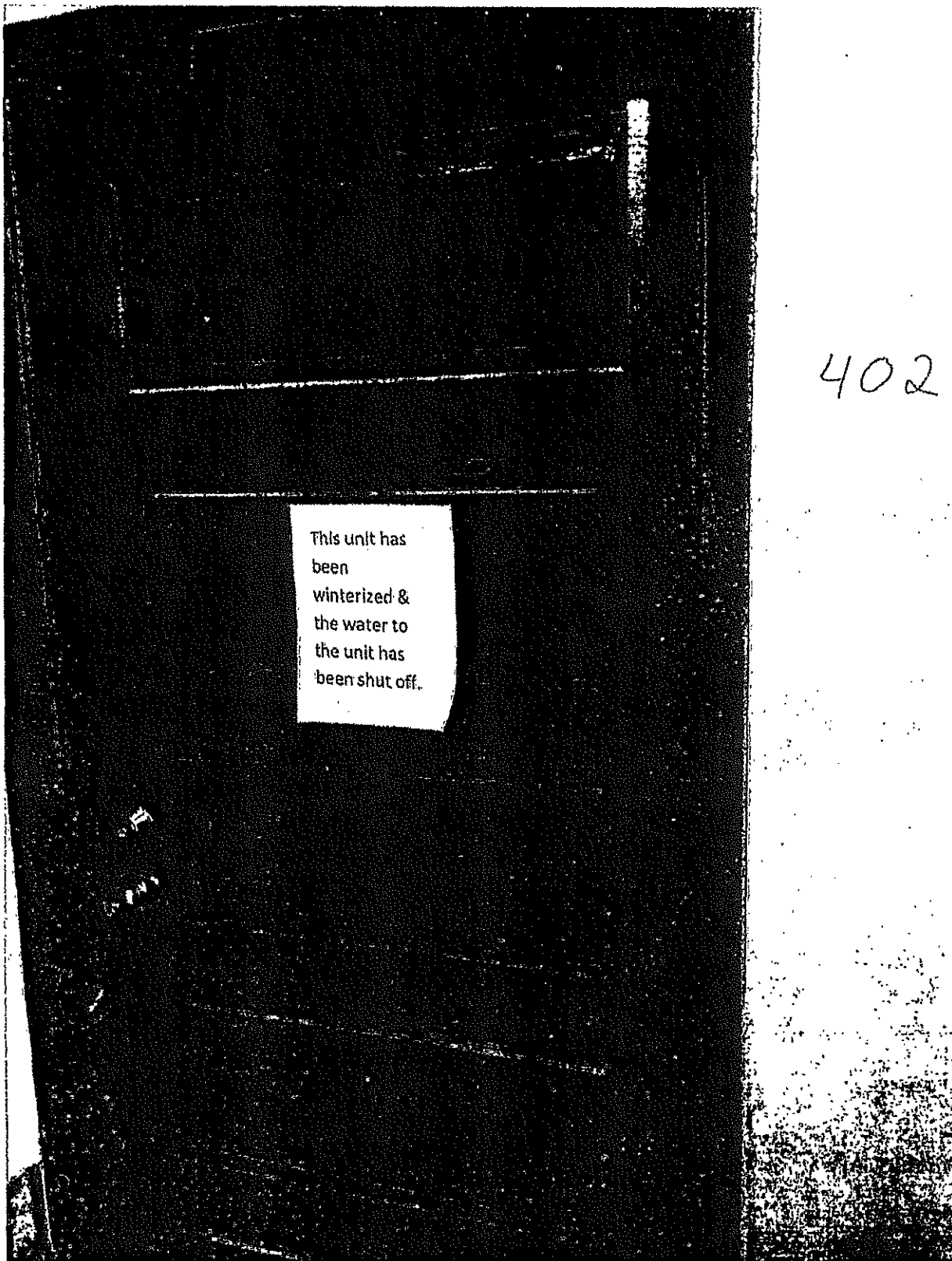
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4th floor

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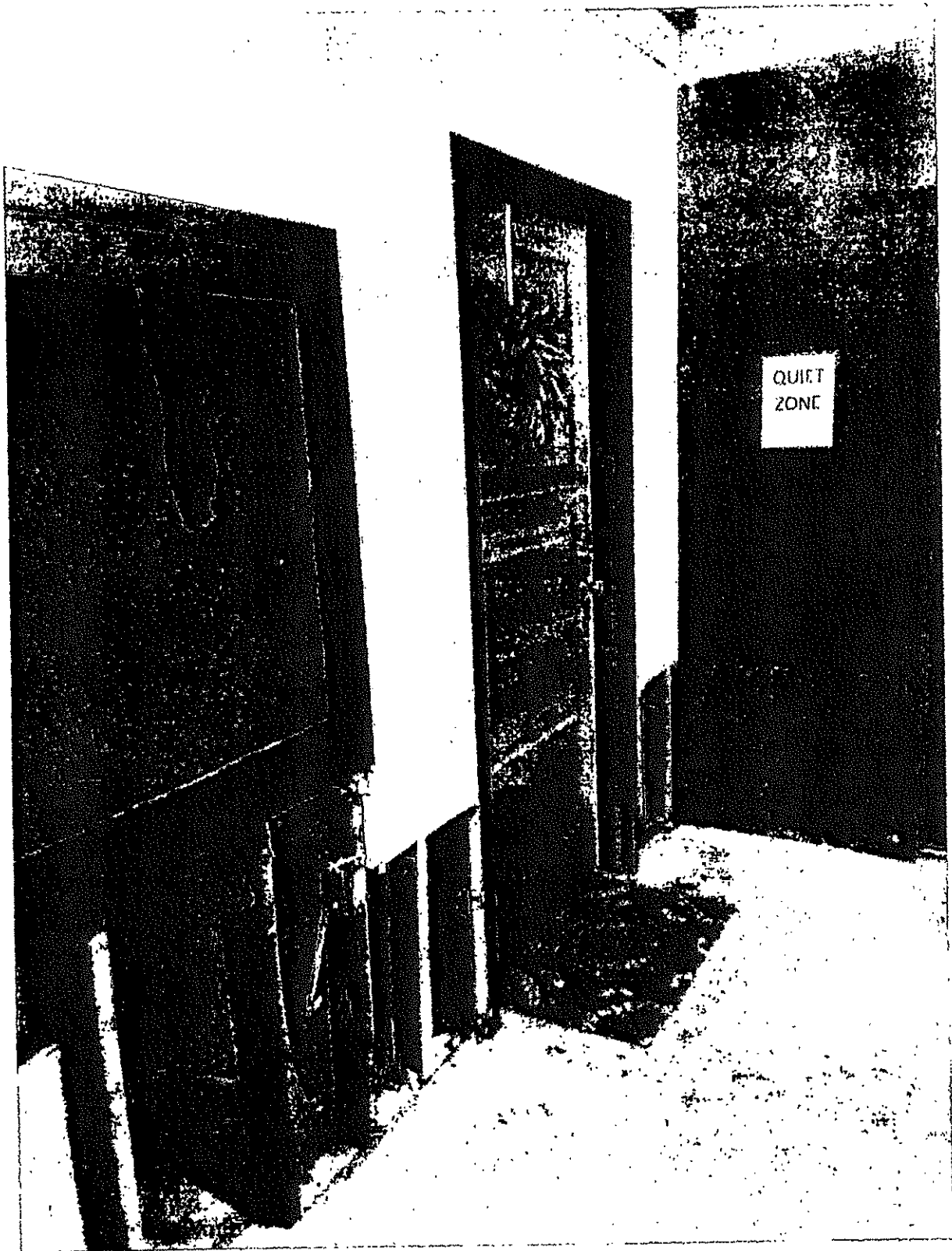
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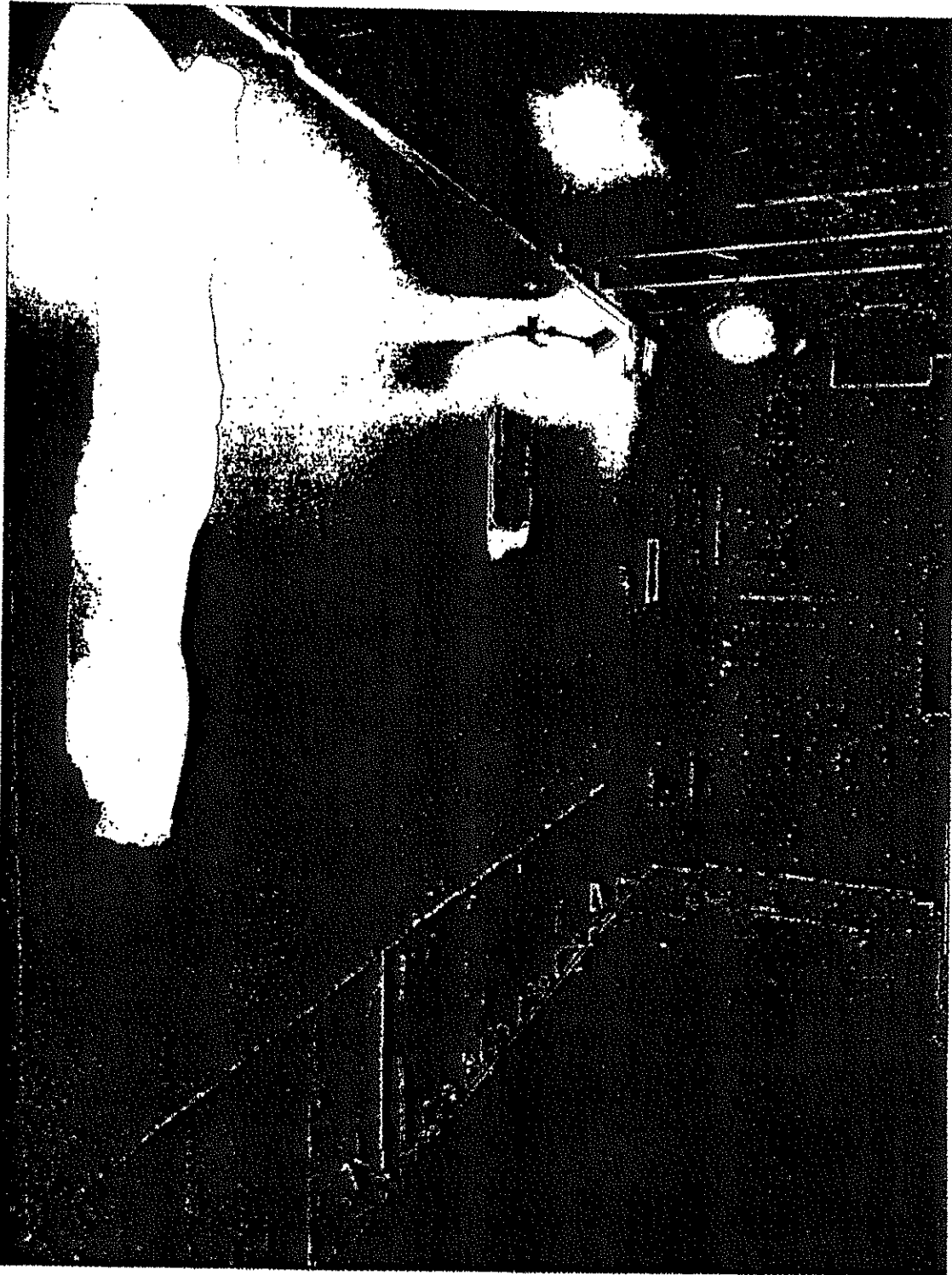
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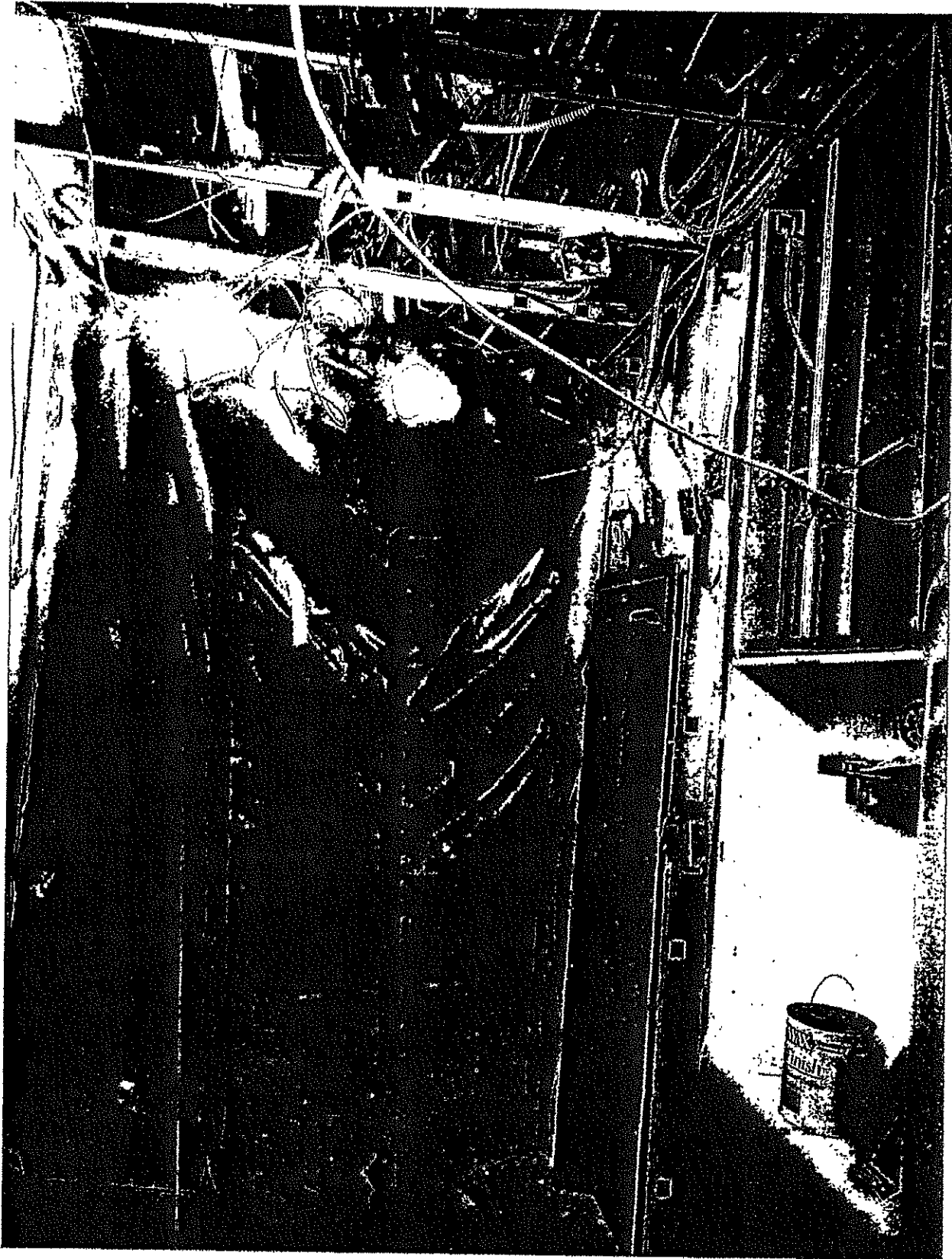
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4th floor

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5th floor

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5th floor

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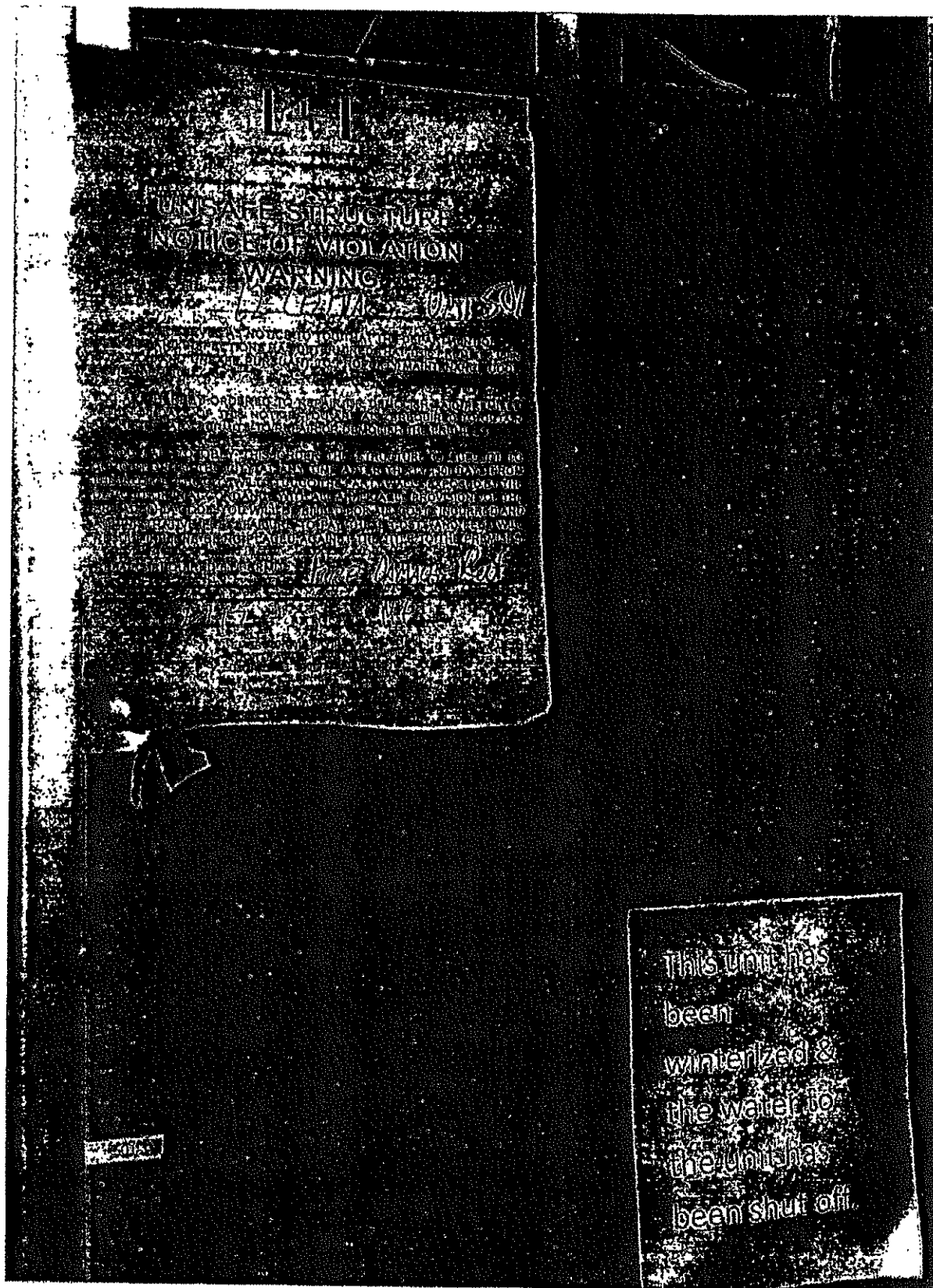
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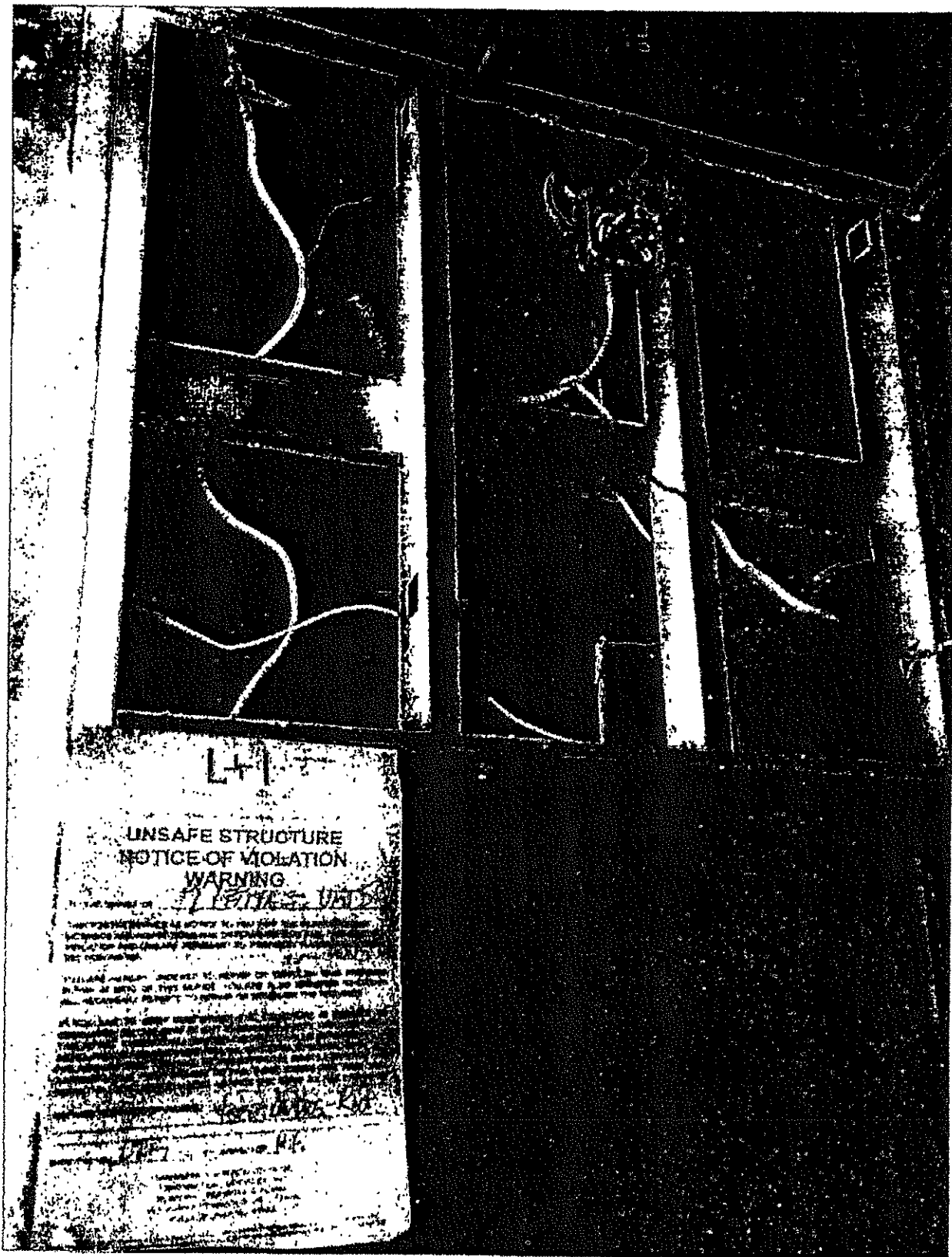
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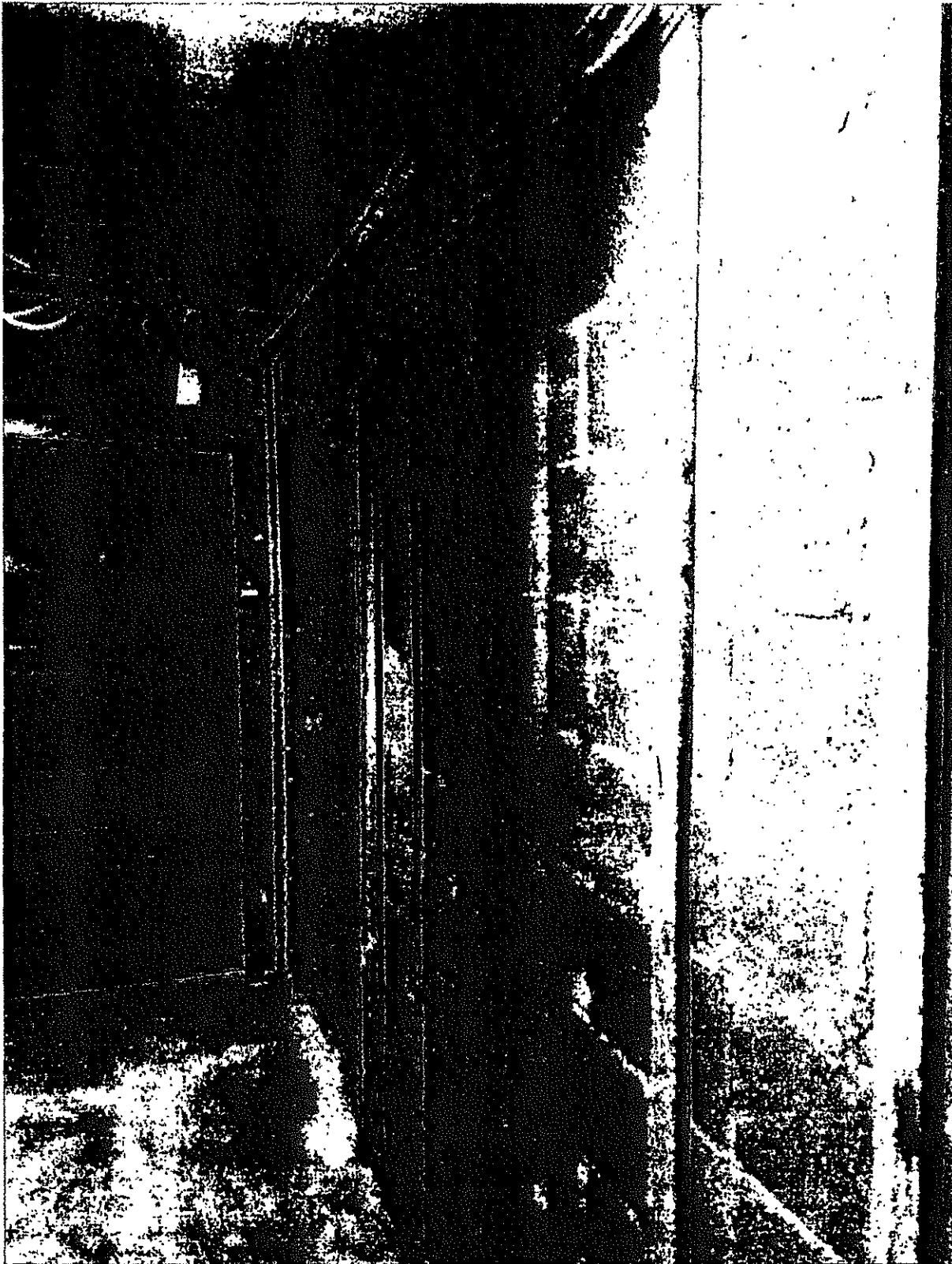
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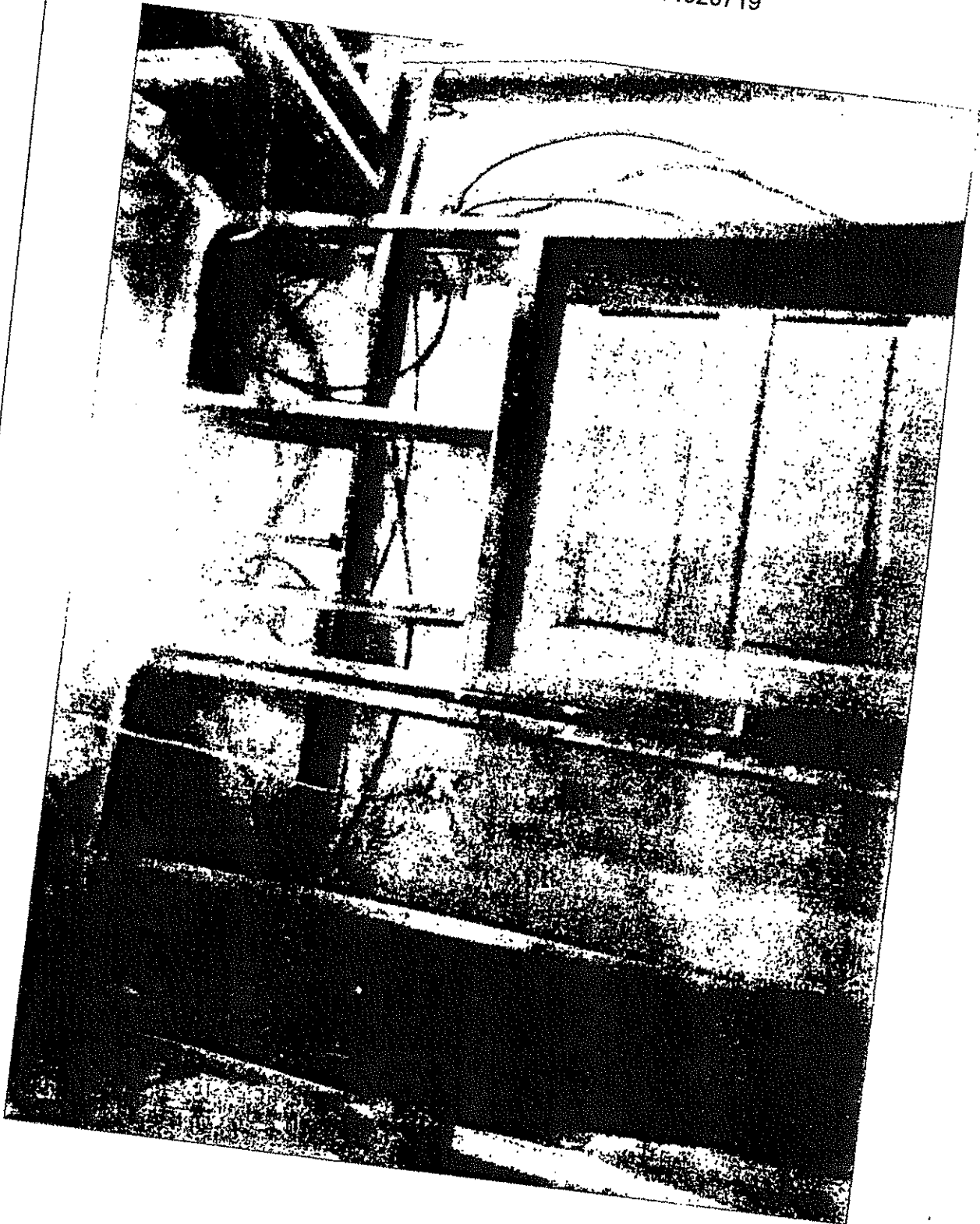
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5th floor

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5th floor

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Exhibit "E"

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SUSAN SMITH

Page 1 of 1

Date prepared February 6, 2018
Notice of loss date January 31, 2017
Claim number 588060-GE
Policy number ACP CPPF5492750152
Questions? Contact Claims Associate
Todd Cottle
COTTLT2@nationwide.com
Phone 609-735-8670
Fax 855-346-9018

SUSAN SMITH
1113 DAISY LN
BENSALEM, PA 19020-2435

Claim details

Insurer: Nationwide Mutual Fire Insurance Company
Policyholder: SUSAN SMITH
Claimant: SUSAN SMITH
Claim number: 588060-GE
Loss date: January 31, 2017

Dear Ms.Smith ,

Your son, Howard Smith, had notified us that you were requesting an extended period of restoration. As you know, we had agreed to 8 weeks of loss of rent based on the anticipated time to make repairs to your unit. Howard has indicated that the hallways were not accessible and that repairs by the association were being delayed due to the carrier insuring the association.

We are following up with you to find out if the repairs to your unit have been completed and the status of the repairs to the common areas. I have copied Howard, who was your tenant and also handling this matter for you.

For more information

If you have any questions or concerns, please contact me at 609-735-8670 or COTTLT2@nationwide.com.

Sincerely,

Todd Cottle
Nationwide Mutual Fire Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

cc
Howard Smith

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

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Exhibit "F"

L00205349118020719

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
355 MAPLE AVENUE
HARLEYSVILLE PA 19438

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

Producer: 82200

SUSAN O & MARVIN B SMITH
113 DAISY LN
BENSALEM PA 19020-2435

WARD INSURANCE ASSOCIATES INC
1870 VETERANS HIGHWAY
LEVITTOWN PA 19056-2107

Policy No.: ACP 5402750162 CPPF GLGO
Type of Policy: COMMERCIAL PACKAGE
Date of Expiration: 06/20/2018; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We will not renew this policy when it expires. Your insurance will cease on the Expiration Date shown above.

The reason for nonrenewal is due to the loss severity associated with the claim from 1/31/17.

If you have questions regarding your policies, please contact your agent, 215-757-7979, for assistance with this matter.

You may request we provide you information about losses under this policy and previous policies, which we have issued to you, not to exceed three years. You must make your written request within 10 days from the receipt of this notice. We will provide the information to you within 30 days from the date we receive your request.

This policy provides fire and extended coverage insurance on your property. You should contact your agent concerning coverage through another insurer, or your possible eligibility for coverage through the Insurance Placement Facility (Fair Plan), 190 N. Independence Mall West, Suite 301, Philadelphia, PA 19106-1554.

Named Insured

SUSAN O & MARVIN B SMITH
113 DAISY LN
BENSALEM PA 19020-2435

Date Mailed:
20th day of February, 2018

Commercial Underwriting Dept.

AUTHORIZED REPRESENTATIVE

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Exhibit "G"

L00205349120020719

Law Offices of Howard G. Smith

3070 Bristol Pike, Suite 112
Bensalem, PA 19020

Telephone: (888) 638-4847
(215) 638-4847
Facsimile: (215) 638-4867

Howard G. Smith, Esquire
Direct Dial: (215) 638-4876

March 11, 2018

Todd Cottle
Nationwide Mutual Fire Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068
also sent via email to: COTTLT2@nationwide.com
KGROCOT@nationwide.com

RE: 14 South Letitia Street, #203, Philadelphia, PA 19106

Your Insured: Marvin and Susan Smith
My Clients: Marvin and Susan Smith
Claim No.: 588060-GE
D/O/L: 01/31/17

Dear Mr. Cottle:

I am in receipt of your letter to my mom dated February 6, 2018, wherein you state, "we had agreed to 8 weeks of loss of rent based on the anticipated time to make repairs to your unit." In fact, my parents did not agree to accept 8 weeks of loss of rent. Additionally, you knew that my parents claimed more than 8 weeks for loss of rent at the time you paid for 8 weeks loss of rent. The sentence in your letter is therefore disingenuous and another example of your company's bad faith.

I am also in receipt of the Notice of Non Renewal of Insurance that you sent my parents dated February 20, 2018. Please note that my parents consider your failure to renew their insurance to also be in bad faith.

I again ask that you pay the claim as per the insurance contract and as I requested on my previous correspondence.

Sincerely,


Howard G. Smith, Esquire

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Exhibit "H"

L00205349122020719



SUSAN SMITH
Page 1 of 2

Date prepared May 4, 2018
Notice of loss date January 31, 2017
Claim number 588060-GE
Policy number ACP CPPF5492750152
Questions? Contact Claims Associate
Evalena Pakuris
PAKURE1@nationwide.com
Phone 484-947-4368
Fax 855-319-3067

SUSAN SMITH
1113 DAISY LN
BENSALEM, PA 19020-2435

Claim details

Insurer: Nationwide Mutual Fire Insurance Company
Policyholder: SUSAN SMITH
Claimant: SUSAN SMITH
Claim number: 588060-GE
Loss date: January 31, 2017

Dear Mrs. Smith,

I'm writing to you to notify you that this claim has been reassigned to me.

I have reviewed the file and documentation accordingly.
It appears that your son Howard G Smith has disputed the amount of time paid to you for rent loss, but has not submitted any additional information and/or documentation to support same.

Please refer to Mr. Cottle's corresponded dated September 27, 2017 which states our position, and request for Additional Information that may affect our decision. To date, we have not received any documentation. Therefore, our position remains and we are closing our file.

Please refer to your Building and Commercial Property Coverage form CP0010 1012 which states the following:

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (8) Cooperate with us in the investigation or settlement of the claim.

Please also refer to your Commercial Policy Conditions CP 0090 0788 :
COMMERCIAL POLICY CONDITIONS

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

- 1. There has been full compliance with all of the terms of this Coverage part; and
- 2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

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SUSAN SMITH
Claim # 588060-GE
Page 2 of 2

For more information

If you have any questions or concerns, please contact me at 484-947-4368 or
PAKURE1@nationwide.com.

Sincerely,

Evalena Pakuris
Nationwide Mutual Fire Insurance Company
PO Box 182068
Columbus, OH 43218-2068

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

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PLACES STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AFTER MAILING.
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Nationwide Mutual Insurance Company
One Nationwide Plaza
Columbus, OH 43215

EXHIBIT

“B”

Bradley J. Vance, Esquire
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Cira Centre, 13th Floor
2929 Arch Street
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bvance@regerlaw.com

Attorney for Defendant,
Nationwide Mutual
Insurance Company

MARVIN SMITH	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY
	:	
v.	:	JANUARY TERM, 2019
	:	CASE NO. 02871
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	
Defendant,	:	

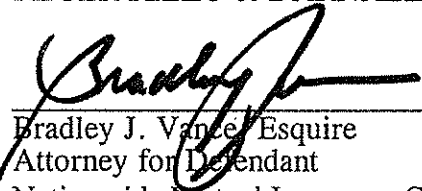
ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Defendant, Nationwide Mutual Insurance Company regarding the above-captioned matter.

REGER RIZZO & DARNALL LLP

By:



Bradley J. Vance, Esquire
Attorney for Defendant
Nationwide Mutual Insurance Company

Dated: 2/14/19

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Bradley J. Vance, Esquire
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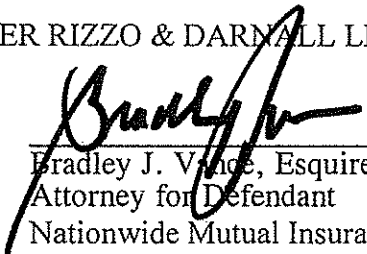
MARVIN SMITH	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY
	:	
v.	:	JANUARY TERM, 2019
	:	CASE NO. 02871
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	
Defendant,	:	

CERTIFICATE OF SERVICE

I, Bradley J. Vance, Esquire, attorney for Nationwide Mutual Insurance Company hereby certify that a true and correct copy of my Entry of Appearance was served on February 14, 2019 via United States First Class Mail and/or Electronic Mail to all counsel and unrepresented parties.

REGER RIZZO & DARNALL LLP

By:



Bradley J. Vance, Esquire
Attorney for Defendant
Nationwide Mutual Insurance Company

Dated: 2/14/19

EXHIBIT

“C”

Bradley J. Vance, Esquire
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Nationwide Mutual
Insurance Company

MARVIN SMITH	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY
	:	
v.	:	JANUARY TERM, 2019
	:	CASE NO. 02871
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	
Defendant,	:	

NOTICE OF FILING OF NOTICE OF REMOVAL

To: Prothonotary
Philadelphia County

Howard G. Smith, Esquire
3070 Bristol Pike, Suite 112
Bensalem, PA 19020

PLEASE TAKE NOTICE that on February __, 2019 pursuant to 28 U.S.C. §§1332, 1441, 1446, Defendant filed a Notice of Removal for the above-captioned action from Court of Common Pleas of Philadelphia County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania. A copy of the Notice of Removal is attached hereto as Exhibit "1".

REGER RIZZO & DARNALL LLP

Date:

By: _____
Bradley J. Vance, Esquire
Attorney for Defendant
Nationwide Mutual Insurance
Company

Bradley J. Vance, Esquire
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MARVIN SMITH	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY
	:	
v.	:	JANUARY TERM, 2019
	:	CASE NO. 02871
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	
Defendant,	:	

CERTIFICATE OF SERVICE

I, Bradley J. Vance, Esquire, attorney for Nationwide Mutual Insurance Company hereby certify that a true and correct copy of Notice of Filing Notice of Removal was served on February 14, 2019 via United States First Class Mail and/or Electronic Mail to all counsel and unrepresented parties.

REGER RIZZO & DARNALL LLP

By:

Bradley J. Vance, Esquire
Attorney for Defendant
Nationwide Mutual Insurance Company

Dated: